

That wherever used herein, the singular number shall be taken for and read as the plural, and the plural as for the singular, when the context may so require;

That all provisions herein shall bind the heirs, executors, administrators and assigns of the first parties aforesaid and inure to the benefit of the successors and assigns of the party of the second part;

That the term party of the second part or second party wherever used herein, shall be deemed and taken to include the lawful holder or holders of the indebtedness hereby secured;

That the property herein described being located in the State of Kansas, this mortgage and the rights and indebtedness hereby secured shall, without regard to the place of contract or payment, be construed and enforced according to the laws of the State of Kansas, with reference to the laws of which state the parties to this agreement are now contracting.

NOW, if the payments are made as provided and all covenants and agreements fulfilled, this mortgage shall be null and void and shall be released at the cost of the first party, their heirs or assigns, which cost first party agrees to pay, but if the first party their heirs or assigns, shall make default in the payment of any note or notes at maturity, or any interest thereon, when due, or the taxes or assessments or insurance premiums aforesaid, or any part of either, or if waste be committed on or improvements be removed from said real estate without written consent of the second part, or if by reason of operation under any oil, gas or mineral lease, the premises are rendered unfit for agricultural purposes, in whole or in part, or the security impaired, or if any of the terms of this contract are violated then in any or either of said events, the whole of the sums hereby secured shall at the option of the second party, or the legal owner of said indebtedness, become immediately due and payable without notice and thereupon this mortgage shall become absolute and the owner of said indebtedness may immediately, or at any time thereafter cause the mortgage to be foreclosed in the manner prescribed by law, and shall be entitled to have a Receiver appointed to take charge of the premises, to rent the same and receive and collect the rents, issues and royalties thereof, under direction of the Court, and any amount so collected by such Receiver shall be applied, under direction of the Court, to the payment of any judgment rendered or amount found due upon foreclosure of this mortgage.

Dated this Twenty-seventh day of August 1930.

L. H. Petefish
Emma L. Petefish

STATE OF KANSAS,
COUNTY OF DOUGLAS, SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 30 day of August 1930 appeared L. H. Petefish and Emma L. Petefish, his wife to me known to be the identical persons who executed the foregoing instrument and such persons duly acknowledged the execution of the same.

My commission expires Jan. 18, 1932.

Witness my hand and notarial seal the day and year above set forth.

Legal Seal

Leta F. Kennedy
Notary Public in and for said County and State.

Recorded September 2, 1930 A. D. at 9:00 A. M.

Gene E. Armstrong Register of Deeds

SECOND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That L. H. Petefish, and Emma L. Petefish, his wife, of Douglas County, State of Kansas, hereinafter called the first party, whether one or more, hereby convey, mortgage and warrant to Commerce Trust Company, a Missouri Corporation, located at Kansas City, Missouri, hereinafter called the second party, and to its successors and assigns, the following described real estate in Douglas County, Kansas, to-wit: The Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-five (25) Township Twelve (12) South, Range Eighteen (18) East, containing 160 acres, more or less, together with all improvements thereon and appurtenances thereunto belonging. This mortgage is subject to a mortgage of Two Thousand and No./100 Dollars to Commerce Trust Company, dated August 27, 1930 conveying the same real estate herein described.

This mortgage is given to secure performance of the covenants herein and payment to Commerce Trust Company, its successors and assigns, of the sum of One Hundred and no/100 Dollars, according to the terms of a certain promissory note of even date herewith executed by first party, payable to the second party, or order, at its office in Kansas City, Missouri, with interest on said amount according to the terms of said note. This mortgage also secures any and all sums which may be advanced under the terms hereof in payment of prior liens on said real state.

Any lawful holder hereof is expressly authorized to pay any and all sums he or it may deem necessary to protect the title to said premises and keep the same free from all other liens of whatever nature, except the prior mortgage above mentioned, including attorney's fees incurred in all actions in defending such title or the validity or priority of this mortgage, and if any prior mortgage be held by other than the second party hereto, then any part of the principal debt or interest secured thereby which may be taken up, held or owned by said lawful owner hereof, and any and all other sums paid, as herein authorized shall be a further lien upon said premises, due on demand, and be secured hereby and may be included in any judgment or decree entered hereon; and all sums hereby secured shall draw interest at the rate of ten per cent per annum, payable annually from and after the respective dates of expenditure, except the note above described, which shall bear interest as provided therein.

If all payments be made as herein specified and provided for and all covenants and agreements fulfilled, then these presents shall be void and shall be released, the first party hereby agreeing to pay cost of such release; otherwise to remain in full force and effect.

But if first party shall fail to pay any installment or other part of the debt hereby secured, when due or any other sum or sums herein mentioned, or shall fail to comply with any terms or conditions contained herein or in any mortgage prior hereto, or any bond thereby secured, then these presents shall become absolute and the whole sum hereby secured shall become at once due and payable without notice at the option of the holder hereof, who may at any time thereafter cause this mortgage to be foreclosed in the manner prescribed by law, appraisal waived; and as often as any such foreclosure may be commenced, first party agrees to pay the cost of extending the abstract of title to the herein mortgaged premises to the date of filing of such foreclosure action, which expenses shall be due upon the filing of the petition in any such action and judgment therefore shall be awarded the plaintiff in the judgment of foreclosure and same collected in the same manner as the principal debt hereby secured.

Received August 1, 1930
L. H. Petefish
Emma L. Petefish
Witness my hand and notarial seal the day and year above set forth.
My commission expires Jan. 18, 1932.

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