

The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

In testimony whereof, the said part..of the first part...hereunto subscribed... name, on the day and year above mentioned.

Mary L. Ebright,
Homer K. Ebright,

Executed and delivered in presence of

State of Kansas, Douglas County, ss.

Be it remembered, that on this 4 day of January A.D. Nineteen hundred Twenty.... before me, the undersigned, a Notary Public in and for said County and State, came Mary L. Ebright and Homer K. Ebright her husband who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

In witness whereof, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

W. M. Clark, Notary Public.
Douglas County, Kansas.

My com. expires May 15/1923.

(L.S.)

Recorded Jan. 11, 1921,
At 2:45 o'clock P.M.

Esther Northrup,
Register of Deeds,
John E. Clark,
Deputy.

MORTGAGE.

This indenture, Made this 6th day of January A.D. 1921, by and between Guy Joel Mathes and Zeffa N. Mathes, his wife of the County of Douglas, and State of Kansas, parties of the first part, and The Pioneer Mortgage Company, a corporation, organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part,

Witnesseth, that the said parties of the first part, in consideration of the sum of Two Thousand One Hundred and no/100 Dollars the receipt of which is hereby acknowledged, together with the interest thereon and other sums hereinafter mentioned, as the same full due, doth grant, bargain, sell and mortgage to said party of the second part its successors and assigns, forever, the following- described tract or parcel of land with the tenements, appurtenances, and hereditaments thereunto belonging, situated in County of Douglas, State of Kansas, to wit:

The Northwest Quarter and the East Half of Section Five (5) Township Twelve (12) East of the Sixth Principal Meridian, containing 460 acres, more or less according to government survey, together with the rents, issues and profits thereof, and warrant, and will defend the title to the same. This mortgage is subject and second to a mortgage executed by the parties of the first part to The Security Benefit Association dated Jan. 6th, 1921, to secure the payment of \$30000.00 covering the above-described real estate, and it is distinctly understood and agreed that the notes secured by This mortgage are given for and in consideration of the services of The Pioneer Mortgage Company in obtaining a loan for the parties of the first part, secured by the prior mortgage of \$30000.00 hereinbefore referred to; and the notes by these mortgage secured do not cover any portion of the interest on said prior mortgage, and are to be paid in full regardless of whether the loan by said prior mortgage secured is paid wholly or partly before its maturity.

The said sum of \$2100.00 hereby secured is evidenced by seven notes of even date herewith, executed by the parties of the first part and payable to the order of the party of the second part as follows;

\$300.00 on the first day of March, 1922	\$...on the first day of ...19..
\$300.00 on the first day of March, 1923	\$...on the first day of ...19..
\$300.00 on the first day of March, 1924	\$...on the first day of ...19..
\$300.00 on the first day of March, 1925	\$...on the first day of ...19..
\$300.00 on the first day of March, 1926	\$...on the first day of ...19..
\$300.00 on the first day of March, 1927	\$...on the first day of ...19..
\$300.00 on the first day of March, 1928	\$...on the first day of ...19..

bearing interest as provided in said notes.

Now, if the party of the first part shall fail to pay, or cause to be paid, any of the notes secured hereby, when the same shall become due, or any sum or sums hereinafter mentioned, or shall fail in any of the terms and conditions of said prior bond or mortgage, then this conveyance shall become absolute and the whole sum secured hereby shall at once become due and payable, at the option of the holder hereof, who may at any time thereafter proceed to foreclose this mortgage and sell the premises hereby granted or any part thereof, in the manner prescribed by law, appraisement distinctly waived, and out of all the moneys arising from such sale to retain the amount due for principal and interest, taxes and penalties thereon; together with the costs and charges of making such sale; and the over plus, if any there be, shall be paid by the party making such sale, on demand to said parties of the first part, and in case of such foreclosure, and as often as any such proceedings may be commenced, the parties of the first part agree to pay the price of extending the abstract of title on the said mortgaged premises from the date of this mortgage to the date of filing such foreclosure case, which abstract expenses shall be due upon the filing of the petition in any such action, and the same shall be a lien upon the land hereby mortgaged, and shall be included in the judgment of foreclosure and taxed as costs therein; and the party of the second part is expressly authorized to pay any and all sums necessary to protect the title to said premises, and to keep the same free from other liens of whatever nature, including attorney's fees in all actions attacking such title or the validity of this mortgage, and is said prior mortgage be held by another than the second party, then any part of principal or

Recorded July 25, 1921
Esther Northrup, Register of Deeds
John E. Clark, Deputy

The foregoing mortgage is subject to the prior mortgage of \$30000.00 covering the above-described real estate, and it is distinctly understood and agreed that the notes secured by This mortgage are given for and in consideration of the services of The Pioneer Mortgage Company in obtaining a loan for the parties of the first part, secured by the prior mortgage of \$30000.00 hereinbefore referred to; and the notes by these mortgage secured do not cover any portion of the interest on said prior mortgage, and are to be paid in full regardless of whether the loan by said prior mortgage secured is paid wholly or partly before its maturity.