69



t

State of Kansas,

County of Douglas,)ss. Be it remembered, that on this 17th day of Feby. A.D. 1921, before me, the undersigned a Notary Public in and for the County and State aforesaid, came Samuel R. Allen and Mattie L. Allen, his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same,

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written. Estelle Northrup,

(L.S.)

State of Kansas, County of Douglas,)ss.

Be it remembered, that on this 26th day of February A.D. 1921, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came A. G. Wilson and Letho D. Wilson, his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year last above written. John C. Emick,

(L.S.) Commission expires January 13, 1924.

Recorded Feb. 26, 1921, · At 4:05 o'clock P.M.

Register of Deeds, Fine Fle Deputy.

Notary Public.

Register of Deeds,

MORTGAGE.

This indenture, Made this 15th day of February, A.D. 1921, by and between Samuel R. Allen and Mattie L. Allen, his wife; A. G. Wilson and Letho D. Wilson, 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 Witnesseth, that the said parties of which is hereby acknowledged, together with the Two Hundred Ten and no/100 Dollars, of which is hereby acknowledged, together with the interest thereon and other sums hereinafter mentioned, as the same fall due, doth hereby 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

The East one Hundred fourteen (114) Acres of the southwest fractional quarter of of Kansas, to wit: Section twenty three (23) Township Thirteen (13) Range Twenty (20); and part of the Northwest fractional quarter of said Section twenty three (23) described as follows: Beginning at the southeast corner of said Quarter, thence Thirty Five (35) chains to the West line of Shawnee Indian Reservation, thence North on said west line Thirty (30) feet to the center of County Road, thence in an easterly direction following the center of Public Road to a point in the East line of said Quarter, thirty (30) feet North of the Southeast corner thereof, thence South Thirty (30) feet to place of beginning: All east of the Sixth Principal Meridian, containing 119 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 Travelers Insurance Company dated Feb. 15th, 1921, to secure the payment of \$3000.00 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 \$3000.00 her sinbefore referred to; and the notes by this 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 puid wholly or partly before its maturit The said sum of \$210.00 hereby secured is evidenced by two 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:

1922
1922 Son the first day of19 1923 Son the first day of19
1925 Critical day of 19.
1923 Son the first day of19 19 Son the first day of19
19 Son the first day of19 19 Son the first day of19
19. \$ on the first and
19
19 \$on the first day of19 19
19 \$on the 11120 day to

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 on shall fail in any of the terms and conditions of rold and such as the same shall be the same shal 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 seull the premises hereby granted or any part there of, in the manner prescribed by law, appraisement distinctly waived, and out of all the moneys arising from which sale to retain the amount due for principal and interest, taxes and penalties thereof; together with the costs and charges of making such sale; and the overplus, if any there be, shall be paid by the party making such sale, on idemand to said parties of the first part, and in case of such foreclosure, and as often as any such