

mortgage.

In case this mortgage is foreclosed, the sale thereunder may be made with or without appraisalment, at the option of said second party, its successors or assigns.

Dated this 27th day of February, 1923

Signed in presence of

John H. Tucker

Erasmus Haworth.

Ida H. Haworth

REVENUE STAMPS AFFIXED TO PROMISSORY NOTE.

(STATE OF KANSAS,)

) SS.

(Douglas County )

Be it Remembered, that on this Sixth day of March 1923 before me, a Notary public in and for said County and State, came Erasmus Haworth and Ida H. Haworth, his wife who are personally known to me to be the same persons who executed the foregoing instrument of writing, and such persons duly acknowledged the execution of the same.

Witness my hand and official seal the day and year last above written.

My commission expires April 10. 1923

L. S.

A. F. Plinn

Notary Public.

Recorded March, 6. 1923

At 3:40 o'clock P. M.

*Ida E. Millman*  
Register of Deeds.  
*Joe Millman*  
Deputy.

MORTGAGE

THIS INDENTURE, Made this 20th day of February, A. D. 1923, by and between Charles H. Eberhart and Mary M. Eberhart, 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 Hundred and No/100 the receipt 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 of Kansas, to wit: The Northeast Quarter of Section Twenty Six (26) Township Twelve (12) Range Seventeen (17) East of the Sixth Principal Meridian, containing 160 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 February 20th 1923 to secure the payment of \$4000.00 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 \$4000.00 hereinbefore 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 paid wholly or partly before its maturity.

The said sum of \$200.00 hereby secured is evidenced by five 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:

\$40.00 on the first day of March, 1924	\$	on the first day of	192
\$40.00 on the first day of March, 1925	\$	on the first day of	192
\$40.00 on the first day of March, 1926	\$	on the first day of	192
\$40.00 on the first day of March, 1927	\$	on the first day of	192
\$40.00 on the first day of March, 1928	\$	on the first day of	192
\$ on the first day of 192	\$	on the first day of	192
\$ on the first day of 192	\$	on the first day of	192?

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, appraisalment 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 overplus, if any therebe, 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 they validity of this mortgage, and if said prior mortgage be held by another than the second party, then any part of principal