

SECOND MORTGAGE

From William Spitzli et al
To Southwest Mortgage Co.

State of Kansas, Douglas County, ss.
This instrument was filed for record
on December 27, 1924 at 11:55 A M
J. E. Wellman Register of Deeds
By J. E. Wellman Deputy

KNOW ALL MEN BY THESE PRESENTS: That William Spitzli and Ellen Spitzli his wife of Douglas County, State of Kansas, parties of the first part, hereinafter called the first party have mortgaged and cond part herein after called the second party, and to its successors and assigns, the following described

The East Half of the Southeast Quarter of Section 34, Township 12, South, Range 21 East.
by and between the parties hereto, covering the following described land in Johnson County, Kansas
Commencing 40 rods north of the southwest corner of the Southwest Quarter of Section 35,
Township 12 South, Range 21 East thence east 40 rods, thence north 74 rods to Captain Creek, thence up the
meanderings of Captain Creek to Section line thence south on Section line to beginning, and all of the
Northwest Quarter of the Southwest Quarter of said Section, Township and Range lying north and west of
Captain Creek.

together with all the improvements thereon and the appurtenances thereunto belonging, sub-
ject only to mortgage of even date herewith for SEVENTY FIVE HUNDRED AND 10/100 Dollars and interest there-
on, between the same parties, conveying the same real estate herein described.

This mortgage is given as security for performance of the covenants herein; and to secure
payment to South West Mortgage Company its successors and assigns of the aggregate sum of Five Hundred

No 1, \$75.00	due January 1, 1926.	No. 6, \$75.00	due January 1, 1931.
No. 2, \$75.00	due January 1, 1927	No. 7, \$75.00	due January 1, 1932
No. 3, \$75.00	due January 1, 1928.		
No. 4, \$75.00	due January 1, 1929.		
No. 5, \$75.00	due January 1, 1930.		

with interest at 10 per cent per annum from maturity until paid, said notes and interest being payable
at the Southwest Trust Company, Kansas City Missouri.

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 hereinafter mentioned or shall fail
in any of the terms and conditions contained in a prior bond or mortgage to this mortgage, then this
conveyance shall become absolute and the whole sum secured hereby shall at once become due and payable,
without notice, 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
appraisal distinctly waived, and out of 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 into court, to await the further order of the court
and in case of such foreclosure and as often as any such proceedings may be commenced, the party of the
first part agrees 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 here-
by mortgaged and shall be included in the judgment of foreclosure and taxes 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 if said prior mortgage be held by another
than the second party then any part of principal or interest secured thereby, and taken up, held or owned
by said second party, and any and all other sums paid, as herein authorized, shall be a further lien upon
said land, and be secured hereby and may be included in any judgment or decree entered hereon; and all
sums are expended, except the series of notes above described, which shall severally draw interest as pro-
vided in said notes.

If all payments be made as herein specified and provided for, then this conveyance shall
be void; otherwise to remain in full force and effect;

The property 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 of 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.

Dated this 1st day of December 1924.

Witnesses;

William Spitzli
Ellen Spitzli

State of Kansas,
County of Douglas, ss;

Before me, the undersigned, a Notary Public, in and for said County
and State on this 26th day of Dec. 1924 personally appeared William Spitzli and Ellen Spitzli, his wife
to me known to be the identical persons who executed the foregoing instrument and such persons duly
acknowledged execution of the same.

My Commission expires Dec. 16, 1926.

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

C. E. Cory
Notary Public in and for Douglas County,
Kansas.

L.S.

From J. W. Smith et al
To Central Trust Co.

MORTGAGE.

State of Kansas Douglas County, ss;
This instrument was filed for record on the
27th day of December 1924. at 1:30 PM.

J. E. Wellman Register of Deeds
By J. E. Wellman Deputy.

This indenture Made this 23rd day of December in the year of our Lord nineteen hundred and
twenty-four be and between J. W. Smith and Miranda Smith husband and wife, of the County of Douglas and
State of Kansas, parties of the first part, and The Central Trust Co. party of the second part;