

performed, then these presents shall be null and void, and this mortgage shall be released ~~at the expiration of the said thirty days~~ ^{as soon as the said parties shall pay} if however the said parties of the first part fail to pay any part of the amount of said note and interest within twenty days after the same becomes due, or fail to keep and perform any of the covenants and agreements made herein, then it is expressly understood and agreed that the whole sum of money secured hereby shall, at the option of the holder of said indebtedness, or any portion thereof, become due and collectible at once, and this mortgage may thereupon be foreclosed and the mortgaged property be sold, or so much thereof as may be necessary to satisfy the amount herein secured, including all amounts paid by second party or any holder of said note for taxes assessments; insurance and to release or extinguish any statutory liens upon said premises, or to protect the title or possession thereof, with interest thereon as provided herein, together with all costs and expenses of said proceedings, and the proceeds of the sale of the property so foreclosed, or of any part thereof, shall be applied to the payment of the said note and interest thereon, and to the payment of the costs and expenses of said proceedings. All of which may be included in the judgment rendered or amount found due in any suit to foreclose this mortgage and this mortgage is hereby made to secure all such sums.

In Witness Whereof the parties of the first part have hereunto set their hands and seals as of the 1st day of December, A.D. 1925.

Harry E. Rudely. (SEAL)

Harry E. Eudaly. (SEAL)
Flossie Eudaly. (SEAL)
William A. Eudaly. (SEAL)

State of Kansas
County of Douglas. SS.

Be It Remembered, That on this 5 day of December 1925 before me the undersigned a Notary Public in and for said county and State came Harry E. Budaly and Flossie Budaly his wife and William A. Budaly who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors and such persons duly acknowledged the execution of the same. Said William A. Budaly further declared himself to be single and unmarried.

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

declared himself to be single and unmarried.
Witness my hand and official seal the day and year last above written.

L.S.
My Commission expires Mch. 21 1929/

Corydon E. Lindley
Notary Public in and for said
county and State.

From Schmidt, Herman F. et ux
To Pioneer Mortgage Company

This Indenture Made this 16th day of November A.D.1925 ,by and between ---Herman F. Schmidt and Eva E. Schmidt,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 the State 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 ----- One Hundred Twenty Five and no/100 ----- Dollars 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 therunto belonging, situated in the County of Douglas, State of Kansas, to-wit:

A Tract of land beginning at a point 2 rods North of the center of the Northeast Quarter of Section Twenty Two (22) Township Fourteen (14) Range Twenty (20) and 272 feet West thereof, thence North 214 feet to a stone, thence North 42° 5' East 405 3/4 feet to a stone, thence due North to a point 40 rods South of the North line of said Northeast Quarter, thence due West 2 rods, thence due North 40 rods to the North line of said Quarter, thence West 78 rods to the Northwest corner of said Quarter, thence South 78 rods, thence East 1108 feet to the place of beginning;

Also a tract of land beginning 2 rods West of the Northeast corner of the Northeast Quarter of Section Twenty Two (22) Township Fourteen (14) Range Twenty (20) thence West 80 rods, thence East 80 rods thence North 40 rods to the place of beginning;

All East of the Sixth Principal Meridian containing 56 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 Pioneer Mortgage Company dated November 16, 1925, to secure the payment of \$2500.00 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 \$2500.00 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 \$125.00 hereby secured is evidenced by six 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:

\$21.00 on the first day of June, 1926---
 \$21.00 on the first day of December 1926, ----
 \$21.00 on the first day of June, 1927.
 \$21.00 on the first day of December, 1927
 \$21.00 on the first day of June, 1928
 \$22.00 on the first day of December, 1928, 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 overplus, 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