

MORTGAGE RECORD 67

317

shall only be construed as a release from the lien of said mortgage as to the land above described.
Witness hand this 17th day of March A.D. 1926.

Corp.
Seal.

Lawrence National Bank
By--I.J. Meade--vice pt.

State of Kansas }
Douglas County. }ss

Be it remembered, That on this 17th day of Mar. A.D. 1926 before me Geo W. Kuhne a Notary Public in and for said county and state came I.J. Meade vice president of the Lawrence Nat'l Bank, to me personally known to be the same person who executed the within release and duly acknowledged the execution of the same.

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

LS
My commission expires Jan 25, 1930

Geo W. Kuhne
Notary Public.

From Charles J. Custard et ux
To Pioneer Mortgage Company.

MORTGAGE
State of Kansas, Douglas Co., ss;
This instrument filed March 18th, 1926
9:50 A.M.

Seal E. Williams
Register of Deeds

1578
150

This Indenture "made this 27th day of February A.D. 1926, by and between Charles J. Custard and Bess Custard, 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,

Witness, That the said parties of the first part, in consideration of the sum of -----
---One Hundred Seventy 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 thereunto belonging, situated in County of Douglas, State of Kansas, to-wit:

The West Seventy (70) acres of the South Half of the Northeast Quarter of Section Four - teen (14) Township Twelve (12) Range Seventeen, East of the Sixth Principal Meridian, containing 78 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 February 27, 1926. to secure the payment of \$3400.00 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 \$3400.00 hereinbefore referred to; and the notes by this mortgage secured is paid wholly or partly before its maturity.

The said sum of \$170.00 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:

\$34.00 on the first day of March 1927.	\$34.00 on the first day of March 1928
\$34.00 on the first day of March 1929	\$34.00 on the first day of March 1930
\$34.00 on the first day of March 1931.	

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 way to comply with 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 surplus, 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 proceedings may be commenced, the parties of the first part agree to pay the price of extending the abstract of title on the said mortgage 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 attorneys 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 secured hereby shall draw interest at the rate of ten per centum per annum, payable annually from date said sums are expended, except the series of notes above described, which shall severally draw interest as provided 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.

In Testimony Whereof, The said parties of the first part have hereunto set their hands.

Charles J. Custard
Bess Custard

State of Kansas)
Shawnee County)ss;

Before me, the undersigned, a Notary Public, in and for said County and State on this 27th day of February 1926, personally appeared Charles J. Custard and Bess Custard, his wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth
L.S. Wyatt Roush, Notary Public.
My Commission expires May 21 at 1929.

The following is a true and correct copy of the original instrument as the same is filed in the office of the Register of Deeds of the County of Douglas, State of Kansas, this 18th day of March 1926.

E. Williams
Register of Deeds