

# MORTGAGE RECORD 67

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in and to the above described premises to have and to hold the premises above described, with all the appurtenances thereunto belonging unto the said E.E. McCorkle, and to his heirs and assigns forever. Provided Always, And these presents are upon the express condition that if the said I. Milton Krings and Jessie I. Krings his wife shall pay or cause to be paid to the said E.E. McCorkle his heirs, executors, administrators or assigns, the sum of Four Hundred Fifty (\$450.00) Dollars payable as follows, to-wit: Twenty two and 60/100 Dollars on the first day of April, 1927 19-- and a like amount on the first day of October and April of each and every year thereafter until and including the first day of October 1936 with interest thereon from maturity until paid at the rate of ten per cent per annum, according to the tenor and effect of the twenty promissory notes of the said I. Milton Krings and Jessie I. Krings his wife of even date herewith. In case of default for ten days in the payment of any of said notes or any part thereof, when the same becomes due then all of said notes shall become due and payable immediately. The said parties of the first part, agrees to pay all taxes and special assessments of any kind assessed against or due upon said property, as they mature; which may be levied against said property, before delinquency and upon a failure or neglect to do so, such taxes or assessments or any other liens on said property may be paid by said second party, and such payments with ten per cent interest from date thereof, may be collected from the said first parties, and shall be secured by these presents. The foregoing conditions all and singular being performed according to their natural and legal import, this conveyance shall be void, otherwise to be and remain in full force and effect. Signed this seventeenth day of September, A.D. 1926.

In the presence of  
-----;

I. Milton Krings  
Jessie I. Krings.

State of Kansas }  
Douglas County } SS

On this seventeenth day of September A.D. 1926 before me a Notary Public in and for said county, personally came I. Milton Krings and Jessie I. Krings his wife personally known to me to be the same persons who executed the above instrument and their duly acknowledged said instrument and the execution thereof to be their free and voluntary act and deed.  
Witness my hand and official seal the day and year last above written.

LS  
My commission expires July 22, 1929.

J.B. Ross  
Notary Public.

From  
Grace S. Black  
To  
Pioneer Mortgage Company

MORTGAGE.

State of Kansas, Douglas County, ss;  
this instrument filed Oct. 1, 1926 at  
9:55 A.M.

Isa E. Wellman  
Register of Deeds

This Indenture, Made this 28th day of September A.D. 1926, by and between Grace S. Black, a widow of the County of Douglas and State of Kansas, party 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 party of the first part, in consideration of the sum of----- One Hundred 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 thereunto belonging, situated in County of Douglas State of Kansas, to-wit:

The Southeast Quarter of the Southeast Quarter of Section One (1) Township  
Fifteen (15) Range Nineteen (19) East

of the sixth Principal Meridian, containing --40-- acres more or less, according to government survey together with the rents, issues and profits thereof, and warrant will defend the title to the same. This mortgage is subject and second to a mortgage executed by the party of the first part to----- The Pioneer Mortgage Company dated September 28, 1926 to secure the payment of \$1500.00 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 party of the first part, secured by the prior mortgage of \$1500.00 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 \$105.00 hereby secured is evidenced by three 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:

\$35.00	on the first day of	October	1927
\$35.00	on the first day of	October	1928
\$35.00	on the first day of	October	1929

bearing interest as provided in said notes.

Now if said 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, appraisal 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 party of the first part, and in case of such foreclosure, and as often as any such proceedings may be commenced, the party 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

*Following is a statement of the amount of the mortgage secured by this instrument, as recorded in the office of the Register of Deeds, Topeka, Kansas, on October 1, 1926, at 9:55 A.M. The mortgage is subject and second to a mortgage executed by the party of the first part to The Pioneer Mortgage Company dated September 28, 1926, to secure the payment of \$1500.00 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 party of the first part, secured by the prior mortgage of \$1500.00 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.*

*Isa E. Wellman*  
Register of Deeds

*Filed for record 10-1-1926*  
Topeka, Kansas

*The amount secured by this mortgage is \$105.00, and the same is to be paid in full on or before the 1st day of October 1929.*