

# MORTGAGE RECORD 37

569

SAUL DODD WORTH STATIONERY CO KANSAS CITY MO 64114

From  
Henry Beuerman  
To  
Pioneer Mtg. Co.

## MORTGAGE

State of Kansas, Douglas co. ss  
This instrument was filed for record  
Mch. 31, 1927 At 9:05 A.M.

Register of Deeds

Reg. No. 2518  
Fee Paid 25¢

This Indenture, Made this 4th day of November A.D. 1926 by and between Henry Beuerman, a single man; W.T. Collins and Agnes Myrtle Collins, 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, party of the second part.

Witnesseth, That the said parties of the first part in consideration of the sum of Seventy 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 tenants, appurtenances and hereditaments thereunto belonging, situated in County of Douglas, State of Kansas, to-wit:

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Lots one (1) and two (2) in section five (5) Township twelve (12) Range nineteen (19) east of the sixth principal meridian containing 48 1/2 acres more or less according to government survey, same. This mortgage is subject and second to a mortgage executed by the parties of the first part to The Pioneer Mortgage Company, dated Dec. 21st, 1921 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 an extension of a loan for the parties 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 \$75.00 hereby secured is evidenced by two 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:

\$37.50 on the first day of January 1928. \$37.50 on the first day of January 1929.  
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 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 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 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

W.T. Collins  
Henry Beuerman  
Agnes Myrtle Collins.

State of Kansas }  
Shamee County } ss

Be fore me the undersigned a Notary Public within and for said county and state on this 20th day of Dec. 1926 personally appeared Henry Beuerman, a single man; W.T. Collins and Agnes Myrtle Collins 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,

LS  
My commission expires May 21st, 1929.

Wyatt Roush  
Notary Public.

From  
Guaranty State Bank  
To  
M. Fleck.

## ASSIGNMENT.

State of Kansas, Douglas co. ss  
Filed for record Mch. 31, 1927.  
At 9:15 A.M.

Register of Deeds

*The first recorded original instrument Book 27 Page 243.*

For and in consideration of Fifteen Hundred and no/100 Dollars to them in hand paid the receipt whereof is hereby acknowledged the Guaranty State Bank, Topeka, Kansas the mortgagee within named does hereby assign and transfer to M. Fleck or his assigns the note by the foregoing mortgage secured, and do hereby assign, transfer and get over unto the said M. Fleck or his assigns all their right, title and interest to the lands and tenements in said mortgage mentioned and described.