

## MORTGAGE RECORD 75

From  
August J. Bohnsack et ux  
To  
The Pioneer Mortgage Company

Mortgage

State of Kansas, Douglas Co., SS  
Filed for record Oct. 11, 1928  
at 9:05 A.M.  
*Sp. C. Wellman*  
Register of Deeds

This Indenture made this 28th day of September A.D., 1928 by and between August J. Bohnsack and Ella Bohnsack, 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, 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 Fifty and 00/100 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 Half of the Northeast Quarter of Section Eighteen (18) Township Thirteen (13) Range Twenty One (21) East of the Sixth Principal Meridian, containing 80 acres, more or less, according to government survey and warrant, and will defend the title to the same. This mortgage is subject and second to a mortgage executed by the part of the first part to The Travelers Insurance Company dated June 19th, 1923, to secure the payment of \$3000.00 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 \$3000.00 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 \$150.00 hereby secured is evidenced by ten 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:

\$15.00 on the first day of April, 1929	\$15.00 on the first day of October, 1932
\$15.00 on the first day of October, 1929	\$15.00 on the first day of April, 1933
\$15.00 on the first day of April, 1930	\$15.00 on the first day of October, 1933
\$15.00 on the first day of October, 1930	
\$15.00 on the first day of April, 1931	
\$15.00 on the first day of October, 1931	
\$15.00 on the first day of April, 1932	

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 in entirety and not in parcels the premises hereby granted, in the manner prescribed by law, appraisement distinctly waived, and out of all the moneys arising from the 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 keep said premises free from all liens of whatever nature, and to pay any and all sums necessary to protect the title to said premises including attorney's fees necessarily incurred in all actions in defending 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 thereon; and all sums secured hereby shall draw interest at the rate of ten per cent 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

August J. Bohnsack  
Ella Bohnsack

State of Kansas }  
Douglas County } SS

Before me the undersigned, a Notary Public in and for said County and State on this 6th day of Oct. 1928, personally appeared August J. Bohnsack and Ella Bohnsack, 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 Dec. 16, 1930

C. E. Cory  
Notary Public