

MORTGAGE RECORD 75

629

STATE OF KANS.
DOUGLAS COUNTY, KS.

BE IT REMEMBERED, That on this 23 day of Oct. A. D. 1929 before me, the undersigned, a Notary Public in and for said County and State, came Joseph D. Flory and Lola M. Flory his wife who----- personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Legal Seal

W. H. Ulrich
Notary Public

My commission expires May 4, 1934.

Recorded November 6, 1929 A. D. at 8:30 A. M.

E. E. O'Connell

Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 4th day of September A. D. 1929 by and between Byron I. Holmes and Nellie M. Holmes, 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 Two Hundred Fifty 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 of parcel of land with the tenements, appurtenances, and hereditaments thereunto belonging, situated in County of Douglas, State of Kansas, to wit:

The East Thirty Five (35) Acres of the West Fifty (50) Acres of the North Half of the Southeast Quarter of Section Twenty (20), and the Southwest Quarter of the Southeast Quarter of said Section Twenty (20), excepting Three (3) Acres deeded to Walton in the Northwest corner thereof; also excepting a tract for a certain roadway, which roadway is described as beginning at the Northwest corner of the Southeast Quarter of said Section Twenty (20), running East along the North line of the West Fifteen (15) Acres of the North Half of the said Southeast Quarter of Section Twenty (20) to the Northeast corner thereof, South Twenty (20) feet, West to the West line of said Southeast Quarter, thence North to the place of beginning; also the South Twenty Five (25) Acres of the Southeast Quarter of the Southeast Quarter of said Section Twenty (20); also beginning at a point on the South line of Section Twenty One (21), which is Sixty One (61) rods East of the Southwest corner of said Section, thence running West Sixty One (61) rods, to the Southwest corner of said Section, thence North Seventy Three (73) rods, thence East Fifty (50) rods, thence North Eighty Seven (87) rods, thence East Twenty Eight (28) rods, thence South One Hundred Thirty (130) rods, thence West Eight and One-Half (8 1/2) rods, thence Southwesterly to a point Nineteen (19) rods North of the place of beginning, thence South Nineteen (19) rods to the place of beginning; also all that part of the Northwest Quarter of Section Twenty Eight (28) lying North and West of the Atchison Topeka & Santa Fe Railroad Right of Way; all in Township Fourteen (14) Range Twenty (20) East of the Sixth Principal Meridian and containing in all, Two Hundred Fifty Four (254) Acres more or less.

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 November 7th, 1924 to secure the payment of \$5500.00 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 \$5500.00 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 \$255.00 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:

\$55.00 on the first day of November 1930
\$53.00 on the first day of November 1931
\$51.00 on the first day of November 1932
\$49.00 on the first day of November 1933
\$47.00 on the first day of November 1934

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 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 attorneys' 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 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.

Exp. No. 429
Fee Paid 1.00

Byron I. Holmes & Nellie M. Holmes
The Pioneer Mortgage Company
By *E. E. O'Connell*
Register of Deeds