

MORTGAGE RECORD No. 77

SECOND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That Jean Herdman Wilmoth, and W. L. Wilmoth her husband, of Marshall County, State of Kansas, parties of the first part, hereinafter called the first party, have mortgaged and hereby mortgage, convey and warrant to Commerce Trust Company, of Kansas City, Missouri, party of the second part hereinafter called the second party, and to its successors and assigns, the following described real estate in Douglas County, Kansas, to-wit:

The West Half (1/2) of the Southeast Quarter (1/4) of Section No. Twenty-seven (27) Township No. Fourteen (14) South, Range No. Twenty-one (21) East, Containing Eighty (80) acres, more or less,

Subject only to a prior mortgage for \$3,000.00 of date October 1, 1924, recorded in Book 65 page 264 mortgage records of Douglas County, Kansas, given by Howard M. Kennedy and Dollie Kennedy his wife, to Southwest Mortgage Company, and conveying same real estate herein described.

This mortgage is given as security for performance of the covenants herein; and to secure payment to Commerce Trust Company, its successors and assigns, of the sum of One Hundred Fifty and No/100 Dollars according to the terms of a promissory note of even date herewith executed by the first party, payable to the Commerce Trust Company, or order, at its office in Kansas City, Missouri, in installments as follows: \$30.00 on the first day of November, 1930, and \$30.00 on the first day of each November thereafter until the whole sum is fully paid, with interest on each installment from maturity of each installment at the rate of ten per cent per annum payable annually.

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 contained in a prior bond or mortgage to this mortgage, then this conveyance shall become absolute and the whole sum secured hereby shall at once become due and payable without notice, 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 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 into court, to await the further order of the court; and in case of such foreclosure, and as often as any such proceedings may be commenced, the party of the first part agrees 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 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 cent per annum, payable annually, from date said sums are expended, except the series of notes above described which shall draw interest as provided in said notes.

If all payments be made as herein specified and provided for, then this conveyance shall be void, and this mortgage shall be released at the cost of the first party, which cost first party agrees to pay; otherwise to remain in full force and effect.

The property herein described being located in the State of Kansas, this mortgage and the rights and indebtedness hereby secured shall without regard to the place of contract or of payment, be construed and enforced according to the laws of the State of Kansas, with reference to the laws of which state the parties to this agreement are now contracting.

Dated this Twenty-sixth day of September 1929.

Jean Herdman Wilmoth  
W. L. Wilmoth

Witnesses:  
Rena Fuller  
Gertrude Fisal

STATE OF KANSAS,  
COUNTY OF MARSHALL, SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 1st day of October 1929 personally appeared Jean Herdman Wilmoth, and W. L. Wilmoth her husband, known to me to be the identical persons who executed the foregoing instrument, and such persons duly acknowledged execution of the same.

My commission expires Feby 23rd 1933

Witness my hand and notarial seal the day and year above set forth.

C. E. Cummings  
Notary Public in and for Marshall County, Kansas

Legal Seal

*E. C. Cummings* Register of Deeds

Recorded November 21, 1929 A. D. at 10:05 A. M.

777  
204  
Recorded Nov 21st 1929  
E. C. Cummings  
Register of Deeds  
1929  
THE FOLLOWING IS INDEXED ON THE ORIGINAL INSTRUMENT  
\$100.00  
Received of Jean Herdman Wilmoth, the sum of One Hundred Fifty and No/100 Dollars, in full satisfaction of the within Mortgage.  
C. E. Cummings (Notary Public)  
1929