Reg. No. 710
Fee Paid $1.50

MORTGAGE

**THIS INDENTURE**, Made this 18th day of March A. D. 1930 by and between Romie Deay and Nellie M. Deay, 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 Five Hundred 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 tenements, appurtenances, and hereditaments thereunto belonging, situated in County of Douglas, State of Kansas, to wit: The Northwest fractional Quarter, and the Northwest Quarter of the Southwest Quarter of Section Eighteen (18) Township Fourteen (14) Range Twenty One (21) and the Northeast Quarter of Section Thirteen (13) Township Fourteen (14) Range Twenty (20); all East of the Sixth Principal Meridian, containing 359 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 March 17th 1925 to secure the payment of $14000.00 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 $14000.00 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 $575.00 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:

$60.00 on the first day of October 1930.
$60.00 on the first day of April 1931
$58.75 on the first day of October 1931
$58.75 on the first day of April 1932
$57.50 on the first day of October 1932
$57.50 on the first day of April 1933
$56.25 on the first day of October 1933
$56.25 on the first day of April 1934
$55.00 on the first day of October 1934
$55.00 on the first day of April 1935

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 therebe, 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 then 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.

Romie Deay
Nellie M. Deay

STATE OF KANSAS,
DOUGLAS COUNTY, SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 24 day of March 1930 personally appeared Romie Deay and Nellie M. Deay, 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.

Legal Seal

My Commission Expires Aug. 20, 1932 C. B. Butell Notary Public

Recorded March 28, 1930 A. D. at 8:15 A. M. Elsie E. Armstrong Register of Deeds

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Recorded Dec. 6 - 1934
Elsie E. Armstrong
Register of Deeds

The following is endorsed on the original instrument
The amount secured by this mortgage has been paid in full, and the same is hereby cancelled this 27th day of September, 1934.
The Pioneer Mortgage Company.
By J. S. [illegible], Secretary & Treasurer.
Corp Seal.