

MORTGAGE RECORD No. 77

447

SAME DODGEWORTH STATIONERY CO KANSAS CITY MO 641

for said County and State, came WILLIAM SPITZLI and ELLEN SPITZLI, his wife, to me personally known to be the persons described in and who executed the foregoing agreement and duly acknowledged the execution of the same.

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

Legal Seal

My commission expires Dec. 16, 1934

C. E. Cory

Notary Public in and for Douglas County, Kansas.

Residence, Endora Kansas

Recorded Feb. 1, A. D. 1932 at 10:30 A. M.

E. E. Cunningham Register of Deeds

SECOND MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That WILLIAM SPITZLI and ELLEN SPITZLI, his wife of DOUGLAS County, State of Kansas, herein after called the first party, whether one or more, hereby convey, mortgage and warrant to COMMERCE TRUST COMPANY, a Missouri Corporation, located at Kansas City, Missouri, hereinafter called the second party, and to its successors and assigns, the following described real estate in DOUGLAS and JOHNSON Counties Kansas, to-wit:

The East Half (21) of the Southeast Quarter (SE $\frac{1}{4}$) of Section No. Thirty-four (34), Township No. Twelve (12) South, Range No. Twenty-One (21) East, in Douglas County Kansas; and Commencing 40 rods North of the Southwest corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section No. Thirty-five (35), Township No. Twelve (12) South, Range No. Twenty-One (21) East, thence East 40 rods, thence North 74 rods to Captain Creek, thence up the meanderings of Captain Creek to Section line, thence South on Section line to beginning, and all of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section, Township and Range lying North and West of Captain Creek, in Johnson County, Kansas, containing in above tracts

113 acres, more or less, together with all improvements thereon and appurtenances thereunto belonging. This mortgage is subject to two mortgages securing a note for SEVEN THOUSAND FIVE HUNDRED and NO/100 Dollars to SOUTHWEST MORTGAGE COMPANY, dated December 1, 1924 conveying the same real estate herein described, said indebtedness having been reduced to an unpaid balance of \$5,500.00.

This mortgage is given to secure performance of the covenants herein and payment to COMMERCE TRUST COMPANY, its successors and assigns, of the sum of TWO HUNDRED SEVENTY-FIVE and NO/100 Dollars, according to the terms of a certain promissory note of even date herewith, executed by first party, payable to the second party, or order, at its office in Kansas City, Missouri, with interest on said amount according to the terms of said note. This mortgage also secures any and all sums which may be advanced under the terms hereof in payment of prior liens on said real estate.

Any lawful holder hereof is expressly authorized to pay any and all sums he or it may deem necessary to protect the title to said premises and keep the same free from all other liens of whatever nature, except the prior mortgage above mentioned, including attorneys' fees incurred in all actions in defending such title or the validity or priority of this mortgage, and if any prior mortgage be held by other than the second party hereto, then any part of the principal debt or interest secured thereby, which may be taken up, held or owned by said lawful owner hereof, and any and all other sums paid, as herein authorized, shall be a further lien upon said premises, due on demand, and be secured hereby and may be included in any judgment or decree entered hereon; and all sums hereby secured shall draw interest at the rate of ten per cent per annum, payable annually from and after the respective dates of expenditure, except the note above described, which shall bear interest as provided therein.

If all payments be made as herein specified and provided for and all covenants and agreements fulfilled, then these presents shall be void and shall be released, the first party hereby agreeing to pay cost of such release; otherwise to remain in full force and effect.

But if first party shall fail to pay any installment or other part of the debt hereby secured, when due, or any other sum or sums herein mentioned, or shall fail to comply with any terms or conditions contained herein or in any mortgage prior hereto, or any bond thereby secured, then these presents shall become absolute and the whole sum hereby secured shall become at once due and payable without notice at the option of the holder hereof, who may at any time thereafter cause this mortgage to be foreclosed in the manner prescribed by law, appraisement waived; and as often as any such foreclosure may be commenced, first party agrees to pay the cost of extending the abstract of title to the herein mortgaged premises to the date of filing of such foreclosure action, which expenses shall be due upon the filing of the petition in any such action and judgment therefor shall be awarded the plaintiff in the judgment of foreclosure and same collected in the same manner as the principal debt hereby secured.

This mortgage shall be construed and the rights and the indebtedness hereby secured shall be enforced according to the laws of the State of Kansas.

Dated this Thirty-first day of December, 1931

Witnesses:

William Spitzli
Ellen Spitzli

State of Kansas }
County of Douglas } SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 6th day of Jan, 1932, personally appeared WILLIAM SPITZLI and ELLEN SPITZLI, his wife, known to me to be the identical persons who executed the foregoing instrument, and such persons duly acknowledged execution of the same.

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

Recorded Jan 20 1932
C. E. Cory
Notary Public
Douglas County, Kansas

113 acres, more or less, together with all improvements thereon and appurtenances thereunto belonging.

Commerce Trust Company, Inc.
Kansas City, Mo.