

MORTGAGE RECORD No. 79

33

MORTGAGE

THIS INDENTURE, Made this 1st day of October, A. D. 1933, by and between GRACE S. BLACK, a widow, of the County of Douglas, and State of Kansas, party 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 party of the first part, in consideration of the sum of SIXTY TWO AND 50/100 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 Southeast Quarter of the Southeast Quarter of Section One (1), Township Fifteen (15), Range Nineteen (19), East

of the Sixth Principal Meridian, containing 40 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 of \$1,500.00 to The Pioneer Mortgage Company dated September 28th, 1926, 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 party of the first part, secured by the prior mortgage of \$1,500.00 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 \$62.50 hereby secured is evidenced by two notes of even date herewith, executed by the party of the first part and payable to the order of the party of the second part as follows:

\$31.25 on the first day of October, 1934	\$_____ on the first day of _____, 19_____
\$31.25 on the first day of October, 1935	\$_____ on the first day of _____, 19_____
\$_____ on the first day of _____, 19_____	\$_____ on the first day of _____, 19_____
\$_____ on the first day of _____, 19_____	\$_____ on the first day of _____, 19_____
\$_____ on the first day of _____, 19_____	\$_____ on the first day of _____, 19_____
\$_____ on the first day of _____, 19_____	\$_____ on the first day of _____, 19_____
\$_____ on the first day of _____, 19_____	\$_____ on the first day of _____, 19_____
\$_____ on the first day of _____, 19_____	\$_____ on the first day of _____, 19_____

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 party of the first part, 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.

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 party of the first part has hereunto set her hand.

Grace S. Black

STATE OF KANSAS,)
) SS.
Douglas County,)

Before me, the undersigned, a Notary Public in and for said County and State, on this 13th day of October, 1933, personally appeared GRACE S. BLACK, a widow, to me known to be the identical person who executed the within and foregoing instrument, and duly acknowledged to me the execution of the same.

WITNESS, my hand and official seal the day and year above set forth.

Legal Seal
My Commission Expires May 15/1935

W. M. Clark
Notary Public.

Recorded Oct. 25, A. D. 1933 at 10:50 A. M.

E. E. [Signature] Register of Deeds

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Stephen R. Mainwaring and Grace T. Mainwaring, his wife, dated the 26th day of March, A. D. 1927, which is recorded in Book 69 of Mortgages, page 623, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 1st day of November, A. D. 1933.

Sylvester Spotts

Reg. No. 2242
Fee Paid 2.00

*The following is contained in the original instrument
It is found that the mortgage was paid in full on the 1st day of October, 1935
by J. S. [Signature] [Signature] and [Signature]*

This document was filed with the Register of Deeds of Douglas County, Kansas, on the 13th day of October, 1933, at 10:50 A. M.