

State of Kansas, )  
Douglas County, ) ss.

Be it remembered, that on this 22 day of Sept A.D. 1919 before me John M. Newlin a Notary Public in and for said County and State, came J. S. Windsor, to me personally known to be the same person who executed the foregoing 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 on the day and year last above written.

My commission expires March 20 1923.

(L.S.)

John M. Newlin.

Notary Public.

Recorded Sept 22, 1919.

At 4:00 o'clock P.M.

*Estelle Northrup*  
Register of Deeds,  
*Leona Howard*  
Deputy.

#### KANSAS REAL ESTATE MORTGAGE.

In consideration of Six Thousand Five Hundred Dollars A. B. Cole and Gertrude Cole his wife of Douglas County, State of Kansas, mortgagors, hereby grant, bargain, sell, convey and mortgage unto The Liberty Joint Stock Land Bank of Salina, Kansas, a Corporation organized and existing under an Act of Congress of the United States of America known as the Federal Farm Loan Act, with its principal office in the City of Salina, in the County of Saline, State of Kansas, mortgagee, the following described real estate situated in Douglas County, Kansas, to-wit:

East Half of the Northeast Quarter less Two and One-half (2½) acres to the Atchison, Topeka & Santa Fe Railroad in Section Eight, (8), Township Twelve (12) Range Nineteen (19).

The mortgagors represent that they have fee simple title to said land, free and clear of all liens, and incumbrances, and hereby warrant the title against all persons waiving hereby all rights of homestead exemption.

Provided, that whereas said mortgagors A.B. Cole and Gertrude Cole, his wife are justly indebted unto said mortgagee in the principal sum of Six Thousand Five Hundred Dollars, for a loan thereof made by said mortgagee to said mortgagors and payable with interest at the rate specified in and according to the tenor and effect of the certain promissory note executed by said mortgagors, of even date herewith, payable to the order of said bank, both interest and principal being payable on an amortization plan in 66 semi-annual installments, the first installment being due on March 1 A.D. 1920 and a like sum due semi-annually thereafter on the 1st day of March and September of each year according to the terms and conditions of said note, by which the entire principal and interest shall be fully paid, all on the amortization plan and in accordance with the amortization tables provided by the Federal Farm Loan Board, together with interest at the rate of eight per cent. per annum on any installment of principal or interest or unpaid part of principal which shall not have been paid when due. Both principal and interest being payable at the office of The Liberty Joint Stock Land Bank, in Salina, Kansas. If said mortgagors shall pay the aforesaid indebtedness, both principal and interest, according to the tenor of said note, as the same shall mature, and shall keep and perform all the covenants and agreements of this mortgage, then these presents to become void; otherwise to remain in full force and effect.

Said mortgagors agree to pay all taxes and assessments that may be levied within the State of Kansas, upon said lands and tenements, or upon any interest or estate therein, including the interest represented by this mortgage lien; and further to pay any recording fee or tax, or any tax or assessment or charge that may be levied, assessed against or required from the holder of said mortgage and note as a condition to maintaining or enforcing or enjoying the full benefit of the lien of this mortgage, or the collection of the said indebtedness. In case said mortgagors shall fail to pay any such taxes, assessments or charges, then the holder of this mortgage and the note secured hereby may pay said taxes, assessments or charges, and said mortgagors agree to repay upon demand the full amount of said advances, with interest at the rate of ten per cent. per annum from date of such advancement, and this mortgage shall be a further lien for the repayment thereof.

The mortgagors agree to keep all buildings and improvements upon said land in as good condition as they now are; to neither commit nor suffer waste; to maintain both fire and tornado insurance upon all buildings in a company satisfactory to the mortgagee or assigns, in a sum not less than.....Dollars, payable in case of loss to mortgagee or assigns, upon the mortgage indebtedness, all insurance policies to be delivered unto mortgagee or assigns as soon as written, and by them retained until the payment of this obligation. And the mortgagors authorize the holder hereof to repair any waste, and to take out policies of insurance-fire, tornado, or both-should mortgagors default in so doing and to advance the money therefor; and to repay such advances with interest at the rate of ten per cent. per annum, mortgagors pledge themselves, and the lien of this mortgage shall extend thereto.

Said mortgagors hereby assign to The Liberty Joint Stock Land Bank all rents and incomes derived at any and all times from the property mortgaged to secure said note, and hereby authorize the said bank, at its option, to take charge of said property, collect and receipt for all rents and income, and apply the same on all payments, insurance premiums, taxes, assessments, repairs or improvements necessary to keep the property in tenable condition, or other charges provided for in said note, provided said amortization payments are in arrears. This assignment of rents and income to continue in force until the amount of this mortgage is fully paid.

Non-compliance with any of the agreements made herein by mortgagors shall cause the whole debt secured hereby to mature at the option of the holder hereof, for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting suit to collect the same and foreclose this mortgage, the institution of such suit being all the notice required. The exercise of the rights and authority herein granted to the holder of the mortgage indebtedness to pay taxes, take out insurance, collect rents or perform any other

ATTEST:

*Estelle Northrup*  
Register of Deeds,  
Deputy.

*John M. Newlin*  
Notary Public,  
Douglas County, Kansas.  
Witness my hand this 22nd day of Sept. 1919.