

Kansas Real Estate Mortgage.

In Consideration of Fourteen Thousand and No/100.....Dollars Junius Underwood and Flora E. Underwood, his wife; and William Underwood and Elizabeth Underwood his wife, of Lawrence, Douglas County, State of Kansas, mortgagors, hereby grant bargain, sell, convey and mortgage unto KANSAS CITY JOINT STOCK LAND BANK of Kansas City, Missouri, 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 Kansas City, in the County of Jackson, State of Missouri, mortgagee, the following described real estate situated in Douglas County, Kansas, to-wit:

The South East Quarter and the West Half of the North East Quarter of Section Nineteen (19), Township Twelve (12), Range Nineteen (19), containing Two Hundred Forty (240) Acres, more or less.

The mortgagors represent that they have a 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 Junius Underwood et al are justly indebted unto said mortgagee in the principal sum of Fourteen Thousand 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 sixty-six semi-annual installments, the first installment being due on February First A.D. 1923, and a like sum due semi-annually thereafter on the first day of February and August 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 KANSAS CITY JOINT LAND BANK, in Kansas City, Mo. 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 with in 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 Three Thousand 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 thereof 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 KANSAS CITY 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, and no demand 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

*4th Original - See Vol. 27, Pg. 1294.
For Release - See Book 27 - Page 257.*