

hereby, and the said party of the second part is entitled to the possession of said property, by a receiver or otherwise, as it may elect. As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said parties of the first part hereby assign to the said party of the second part all the profits, revenues, royalties, rights and benefits accruing or to accrue to them under all oil gas or mineral leases on said premises. This assignment to terminate and become null and void upon the release of this mortgage by the mortgagee or assigns.

And the said parties of the first part, for said consideration do hereby expressly waive all benefit of the exemption laws of the state in which the property is located.

In testimony whereof the said parties of the first part have hereunto subscribed their names on the day and year first above mentioned.

W. A. Kinzie
Christena Kinzie.

STATE OF KANSAS, FRANKLIN COUNTY, SS.

Be It Remembered, That on this 19th day of Sept. A.D. Nineteen Hundred and Twenty-three before me, the undersigned, a Notary Public in and for said County and State, came W. A. Kinzie and Christena Kinzie, Husband and Wife, who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary and deed, for the purposes therein set forth.

In Testimony Whereof I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

L.S.

H. H. Cowan.
Notary Public.
Franklin County, Kansas.

My Commission expires
Dec. 28th, 1923.

RECORDED OCT. 8, 1923
AT 1:05 o'clock P.M.

Dea. E. Williams
Register of Deeds.
By J. Williams
Deputy.

M O R T G A G E

Kansas Real Estate Mortgage.

In consideration of ELEVEN Thousand Five Hundred and No/100---Dollars E. G. Steele and Amelia J. Steele, his wife, of 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 Half of the East two Thirds of the Southeast Quarter of Section Seven (7), Township Thirteen (13), Range Nineteen (19), Douglas County, Kansas, less that part of the above described land lying East of the Lawrence and Emporia state road, and less Railroad right of way, containing approximately Forty-Six and Three Fourths (46 3/4) acres. The South Half of the Southwest Fractional Quarter of Section Seven (7), Township Thirteen (13), Range Nineteen (19), Douglas County, Kansas, except a tract of Two and Forty Seven Hundredths (2 47/100) acres described as follows, to-wit: Beginning at a point on the West line and 1325 feet South of the Northwest corner of said Quarter Section, thence South 110 feet, thence East 922 feet, thence North 45 degrees East 1554 feet, thence West 1032 feet to beginning containing Two and Four Hundred Sixty-Seven Thousandths (2,467/1000) acres; Also less Three and One Fourth (3 1/4) acres of railroad right of way, and containing approximately Seventy-Four and One Half (74 1/2) acres. The South Half of the West Third of the Southeast Quarter of Section Seven (7), Township Thirteen (13), Range Nineteen (19), Douglas County, Kansas, and containing approximately Twenty-Six and Two Thirds (26 2/3) acres. That portion of the following described Three (3) tracts of land lying North of the center of Wakarusa creek, all in Douglas County, Kansas: (1) The Northwest Quarter of the Northwest Quarter of Section Seventeen (17), Township Thirteen (13), Range Nineteen (19), and containing approximately Forty (40) acres. (2) Beginning at the Northwest corner of the Southeast Quarter of the Northwest Quarter of Section Seventeen (17), Township Thirteen (13), Range Nineteen (19), thence West 9 1/4/100 chains; South 33 3/4 degrees, East 8 41/100 chains; South 64 degrees East 1 57/100 chains; North 69 1/2 degrees East 5 80/100 chains, North 8 88/100 chains to place of beginning, and containing approximately Seven and Twenty-Three One Hundredths (7 23/100) acres. (3) Beginning at the Northeast corner of the Northwest Quarter of Section Eighteen (18), Township Thirteen (13), Range Nineteen (19), thence South 17 72/100 chains, West 10 90/100 chains, North to center of Wakarusa creek; down center of said creek to a point opposite mouth of Skunk hollow; South 65 degrees west 110 links; North 28 3/4 degrees West 3 81/100 chains, to center of Lawrence and Emporia state road; North 40 1/2 degrees East 1 42/100 chains to section line between Section Seven and Eighteen; East 17 60/100 chains to beginning, less Two (2) acres to Allen, and containing approximately Twenty-Eight and Three Fourths (28 3/4) acres. Also: The East 20 1/2 acres of 30 1/2 acres of the Northwest Quarter of Section Eighteen (18), Township Thirteen (13), Range Nineteen (19), Douglas County, Kansas described as follows: Commencing at the Northeast corner of said Quarter Section, thence running South 6 chains to the center of Wakarusa creek, thence up the center of Wakarusa creek to a point 11 chains and 25 links East of the West line of said Quarter section, thence North 28 chains and 14 links to the North line of said Quarter section, thence East on said North line 27 chains and 23 links to the place of beginning. And containing in the aggregate Two Hundred Twenty-Seven (227) acres, more or less.

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 E. G. Steele and Amelia J. Steele, his wife, are justly indebted unto said mortgagee in the principal sum of Eleven Thousand Five Hundred and No/100 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 October-First A. D. 1924 and a like sum due semi-annually thereafter on the 1st day of October and April 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 STOCK 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 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 Recording fee or tax, or any tax or asse-

This mortgage is recorded in Book 78, Page 55-5