

said insurance; or may elect to have buildings repaired or new buildings erected on on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fifth. Said parties of the first part hereby agrees that if the maker of said note shall fail to pay or cause to be paid any part of said money either principal or interest according to the tenor and effect of said note and coupons when the same becomes due or to conform to or comply with any of the foregoing conditions or agreements the whole sum of money hereby secured shall at the option of the legal holder or holders hereof, become due and payable at once without notice.

And the said parties of the first part for and in consideration do hereby expressly waive an appraisal of said real estate, and all benefit of the Homestead Exemption and Stay Laws of the State of Kansas.

The foregoing conditions being performed this conveyance to be void otherwise of full force and virtue.

In Testimony Whereof, The said parties of the first part have hereunto subscribed their names on the day and year above mentioned.

John W. Clark  
Gertrude Clark.

Executed and delivered in presence of--

State of Kansas, Douglas County, ss.

Be It Remembered That on this 4th day of October A.D. Nineteen Hundred --1925-- before me the undersigned a Notary Public in and for said County and State, came John W. Clark and Gertrude Clark his wife who are personally known to me to be the identical person described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

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

Jane Sheets  
Notary Public of Douglas County,  
Kansas.

L.S.  
Term expires  
Sept. 18th, 1927.

#### AMORTIZATION MORTGAGE.

(KANSAS)

From  
George E. Samner et al,

To  
The Federal Land Bank of Wichita.

State of Kansas, Douglas County, SS.  
This instrument was filed for record  
on the 22nd day of Nov. A.D. 1925.

*John W. Clark*

*Gertrude Clark*  
Register of Deeds.  
Deputy.

This indenture made this 20th day of November, 1925 between George E. Samner and Maggie Samner, his wife of the County of Douglas and State of Kansas part(y-ies) of the first part and The Federal Land Bank of Wichita, Wichita, Kansas, part(y-ies) of the second part,

Witnesseth, That said part(y-ies) of the first part, for and in consideration of the sum of Forty-five Hundred (\$4500.00) Dollars, in hand paid by the party of the second part, receipt of which is hereby acknowledged, he(s-ve) granted, bargained, and sold and do(es) by these presents grant, bargain, sell and convey to the said party of the second part, all that certain real estate situated in the County of Douglas and State of Kansas, and described as follows to-wit: Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) of Section Six(6) Township Fifteen (15) South Range Twenty (20) East of the Sixth Principal Meridian; Containing 160 acres of land more or less, according to the Government survey thereof.

Together with the privileges, hereditaments and appurtenances therunto belonging or in anyway appertaining.

The said part(y-ies) of the first part do(es) hereby covenant and agree with said party of the second part, to be now lawfully seized of said premises and to now have good right to sell or convey the same and that the same are free of all encumbrances and warrant(s) the title to the same.

Provided this mortgage is given to secure the payment by the part(y-ies) of the first part to the party of the second part at its offices in the city of Wichita Kansas of the sum of \$4500.00 with interest at the rate of five and one-half per cent per annum payable semi-annually, evidenced by a certain promissory note of even date herewith executed by the part(y-ies) of the first part to the party of the second part conditioned for the payment of said sum and interest on the amortization plan in 66 equal semi-annual payments and a 50th of final payment unless sooner matured by extra payments on account of principal pursuant to the provisions of the Federal Farm Loan Act and in accordance with amortization tables provided by the FEDERAL FARM LOAN BOARD, which promissory note further provides that all payments not made when due shall bear interest from the due date to the date of payment at the highest rate authorized by the State of Kansas, not exceeding eight per cent per annum.

Now if the said part(y-ies) of the first part shall make when due all payments provided for in said note, and perform all the conditions hereinafter set out, then this mortgage shall be void otherwise to be and remain in full force and effect.

Part (y-ies) of the first part agree(s) to keep the buildings and improvements on the premises above conveyed insured in the sum of \$3000.00 in an insurance company to be approved by party of the second part, such policy or policies of insurance to be deposited with party of the second party of the second part and loss thereunder to be payable to party of the second part as its interest may appear.

Part(y-ies) of the first part agree(s) to pay, when due all taxes charges and assessments legally levied against the property herein conveyed.

Part(y-ies) of the first part, in the application for loan he(s-ve) made certain representations to party of the second part as to the purpose or purposes for which the money loaned on this mortgage was borrowed. Such representations are hereby specifically referred to and made part of this mortgage.

This mortgage is made to said party of the second part as a Federal Land Bank doing business under "THE FEDERAL FARM LOAN ACT" and is hereby agreed to be in all respects subject to and governed by the terms and provisions of said ACT.

In the event that part(y-ies) of the first part shall fail to pay any taxes or assessments against said premises when due, or to maintain insurance as hereinabove provided for, party of the second part may make such payments or provide such insurance, and the amount paid therefor shall become subject to the lien of this mortgage, and bear interest from the date of payment at the highest rate authorized by this State, not exceeding eight per cent per annum.

And to further secure the payment of said note, the part(y-ies) of the first part hereby assign(s) to the party of the second part, in whole or, at the option of the second party, in such amount or such proportionate part or parts as the second party may from time to time designate, all the rents, royalties payments and delay moneys that may from time to time become due and payable on account of any and all oil and gas mining leases or mineral leases of any kind now existing or that may hereafter come into existence covering the above described lands, and all moneys received by the second party by reason of this assignment shall be applied; first, to the payment of matured installments; second, the balance, if any to the principal remaining unpaid; provided, that nothing herein shall be construed as a waiver of the priority of the lien created by this mortgage over any such lease made subsequent to the date of this

The amount secured by this mortgage from hereafter and this  
 instrument may be satisfied by cash or by the sale of the property, and the  
 balance of the proceeds of the sale of the property shall be paid to the  
 party of the first part.  
 (Copy Seal)  
 To the Federal Land Bank of Wichita, a corporation  
 by H. H. Jones, Assistant

FRONT

This mortgage is subject to the original instrument  
 The note herein described having been paid in full, this mortgage is hereby  
 released and the lien thereby created discharged.  
 At witness my hand this 25th day of October, 1926.  
 J. B. 26  
 Merchants Loan and Savings Bank