

## KANSAS REAL ESTATE MORTGAGE.

From C.C. Gerstenberger, et al.

To Kansas City Joint Stock Land Bank.

This instrument was filed by record  
on the 11th day of December A.D. 1923  
At 9:40 o'clock P.M.

*Joe E. Wellman*  
Register of Deeds.  
*By Joe Wellman*  
Deputy.

In consideration of the sum of six thousand and no/100 Dollars C.C. Gerstenberger and Viola V. Gerstenberger, his wife, of Douglas County, State of Kansas, 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 mortgage the following described real estate situated in Douglas County, Kansas, to-wit: The Southeast Quarter of the Northwest Quarter; Also all of the Northeast Quarter of the Southwest Quarter of the Southwest Quarter; Also all of the Northeast Quarter of the Southeast Quarter thence East 58 rods, thence South 60 rods, thence west 58 rods, thence north 60 rods, to place of beginning; also a strip of land south 60 rods, thence west 58 rods, thence north 60 rods, to place of beginning; also a strip of land 25 feet wide along the East side of the South thirty-seven and one-half (37½) acres of the west sixty (60) acres of the southeast quarter, all in Section Seven (7) Township Thirteen (13) South, Range Twenty one (21) East of the sixth Principal Meridian. and containing One Hundred Twelve and one half (112½) 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 honest and exemption.

Provided, That whereas said mortgagors C.C. Gerstenberger and Viola V. Gerstenberger his wife, are justly indebted unto said mortgagee in the sum of Six Thousand 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 of an amortization plan in Sixty-six semi-annual installments, the first installment being due on June First A.D. 1924 and a like sum due semi-annually thereafter on the 1st day of December and June 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 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 \$2000 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 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 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 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 acts in case of default of mortgagors shall be optional with the holder of said mortgage indebtedness and not obligatory upon him.

WITNESS Our hands this first day of December 1923.

Executed and delivered in presence of

C.C. Gerstenberger  
Viola V GerstenbergerSTATE OF KANSAS) ss  
DOUGLAS COUNTY )

On this 10th day of Dec 1923 before the undersigned Notary Public in and for said County and State personally came C.C. Gerstenberger and Viola V Gerstenberger his wife to me known to be the same persons described in and who executed the foregoing instrument and acknowledged the execution of the same.

WITNESS my hand and Notarial Seal

A. McClenahan  
Notary Public

L.S.

My Commission expires Apr 20, 1925.

This Original 5208th 11/16/23 404  
 Sub Release for 10th 11/16/23 597