

then this Mortgage shall be void and shall be released according to law at the cost of said first party, otherwise to be in full force and virtue. It is Hereby Agreed by the Second Party, That One Hundred Dollars or any multiple thereof may be paid at any interest period on account of the principal of this Mortgage, with a corresponding reduction in interest.

In Witness Whereof, each of the persons hereinbefore recited as constituting together said first party, has hereunto set his or her hand and seal the day and year first hereinabove written.

Witness, Sealed and Delivered
in the Presence of us
S. D. Moherman
W. H. Moherman
State of Kansas,)

J. W. Foulks .Seal
Ermine Foulks.Seal
J. A. Foulks .Seal
Grace Foulks .Seal

County of Franklin)

Be it remembered, that on this 24 day of March A. D. 1924, before me, the undersigned, a Notary Public duly appointed, commissioned and qualified in and for the County and State aforesaid, personally came J. W. Foulks and Ermine Foulks, his wife, J. A. Foulks and Grace Foulks, his wife, who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal, at Wellsville in said County, the day and year last hereinabove written.

S. D. Moherman
Notary Public in and for Franklin
County, Kansas.
My commission expires March 11-1928

AMORTIZATION MORTGAGE (KANSAS)

From. George O. Deay, a widower.
To. The Wichita Joint Stock Land Bank.

State of Kansas, Douglas County, ss
This instrument was filed for record
26th day of March A. D. 1924, at
2:45 o'clock P. M.

John E. Neelmann
Register of Deeds.
By: Joel Neelmann Deputy.

This Indenture made this 7th day of March, 1924, between George O. Deay, a widower of the County of Douglas and State of Kansas part(y)ies) of the first part and THE WICHITA JOINT STOCK LAND BANK, OF WICHITA, KANSAS, party of the second part,
WITNESSETH: that said part(y)ies) of the first part, for and in consideration of the sum of THIRTY-SIX HUNDRED AND NO/100 DOLLARS in hand paid, by the party of the second part, receipt of which is hereby acknowledged, ha(s-e-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:
Southwest Quarter of Southeast Quarter (SW¹/₄ SE¹/₄); southeast Quarter of southwest Quarter (SE¹/₄ SW¹/₄); East Half of Southwest quarter of southwest quarter (E¹/₂ SW¹/₄ SW¹/₄) all in Section Sixteen (16), Township Fourteen (14) South, Range Nineteen (19) East of the 6th P. M., containing One Hundred (100) Acres more or less.

Together with the privileges, hereditaments and appurtenances thereunto belonging, or in any way 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 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 \$3,600.00, with interest at the rate of six 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 six-five equal semi-annual payments and a sixty-sixth or 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 \$3,000.00 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 part and loss thereunder to be payable to party of the second part as its interests 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, ha(s-e-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 Joint Stock 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 amounts 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 or 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; and second,

FRONT

On assignment, see 85-277

For assignment - see Book 111 Page 414
For record - see Book 111 Page 414
For release - see Book 98 page 151