

State of Kansas 1)
County of Douglas 1ss.

Be It Remembered That on this 19th day of April, 1924, appeared before me, a Notary Public in and for said County and State Wilder S. Metcalf to me personally known to be the same person who executed the foregoing assignment and duly acknowledged the execution thereof.

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

L. S.
My Commission expires;
Jan. 23-1928.

C.M. Manter.
Notary Public.

AMORTIZATION...MORTGAGE...
(KANSAS)

From

W. H. Davis

To

The Federal Land Bank, Wichita.

State of Kansas, Douglas County, ss;
This instrument was filed for record on the
23rd day of April, A.D. 1924, at 11:10 A.M.

Isa E. Wellman

Register of Deeds

By Joe Kellman Deputy.

This indenture made this 14th day of February 1924, between W. H. Davis, a widower 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, party of the second part.

Witnesseth: That said party (y-ies) of the first part, for and in consideration of the sum of Nine Thousand (\$9000.00) Dollars, in hand paid, by the party of the second part, receipt of which is hereby acknowledged, he(s-ve) granted, bargained and sold, 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:

North Half ($\frac{N}{2}$) of Southeast Quarter ($SE\frac{1}{4}$) of Section Twenty-four (24)
Township Twelve (12) South, Range Nineteen (19) East; also beginning at the Southwest
corner of said North Half ($N\frac{1}{2}$); thence East along South line of said North Half ($n\frac{1}{2}$),
49 rods; thence South 2 rods, 20 links; thence West 49 rods; thence North 2 rods 20
links topkace of beginning and also all of lot One (1) in Section Nineteen (19),
Township Twelve (12) South, Range Twenty (20) East of the Sixth Principal Meridian;

Containing 124.8 acres of land, more or less, according to the Government survey thereof.

Together with the privileges, hereditaments and appurtenances thereunto belonging or in any way appertaining. The said party(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 warrants) the title to the same.

Provided, this mortgage is given to secure the payment by the part^(-ies) of the first part to the party of the second part, at its offices in the City of Wichita, Kansas, the sum of \$9000.00, 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^(-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 of 68 equal semi-annual payments and a 69th 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 \$2000.00 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, 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 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-10c) of the first part hereby assigns (a) 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 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; and 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 mortgage.

If any of the payments in the above described note be not paid when due, or if part (y-les) of the first part shall permit and taxes or assessments on said land to become delinquent, or fail to keep the buildings insured as herein provided, or apply the proceeds of this loan to substantially different purpose from those for which it was obtained, or shall willfully or by neglect permit any unreasonable depreciation

Lucille E. Allison, Clerk of the District Court, Douglas County Kan., do hereby certify that a judgment of foreclosure of the mortgage herein recorded was paid by said District Court on the 30 day of July 1938 and that the same is duly recorded in Journal, 571 of page 136. Witness my hand this 23 day of Jan. 1955.

Lucille E. Allison, Clerk of District Court

ATTEN:
Harold G. Beck