

sum or sums of money, or any part thereof, or any interest thereon, is not paid when the same is due; and if the taxes and assessments of every nature which are or may be assessed and levied against said premises or any part thereof are not paid when the same are by law made due and payable, or if the insurance is not kept up, then the whole of said sum and sums and interest thereon shall and by these presents become due and payable, and said party of the second part shall be entitled to the possession of said premises and foreclosure of this mortgage.

And the said parties of the first part, for themselves and their heirs, do hereby covenant to and with the said party of the second part, executors, administrators or assigns, that they are lawfully seized in fee of said premises, and have good right to sell and convey the same, that said premises are free and clear of all incumbrances, except one certain mortgage for \$3000.00 in favor of the Lawrence Building and Loan Association, Lawrence, Kansas.

Building and Loan Association, Lawrence, Kansas, forever warrant and defend the title of the said premises against the lawful claims and demands of all persons whomsoever.

In witness whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

Harry C. Allphin
Edith M. Allphin

STATE OF KANSAS,))
SS

Douglas County, ((
Be it Remembered, That on this 26th day of May A. D. 1924, before me, Ethel F. Mull, a Notary Public

in and for said County and State, came Harry C. Allphin and Edith M. Allphin, his wife, to me personally known to be the same persons who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

L. S.

Ethel F. Mull.

Notary Public.

My commission Expires August 2, 1925.

AMORTIZATION MORTGAGE

FROM. James G. H. Jones et al

To. The Wichita Joint Stock Land Bank.

State of Kansas, Douglas County, ss
This instrument was filed for record on the 27th day of May A. D. 1924 at 10:20 o'clock

A. M.

John E. Wellman

Register of Deeds.

John E. Wellman Deputy.

This Indenture made this 20th day of May, 1924, between James G. H. Jones and Mary Jane Jones, his wife 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 party-ies) of the first part, for and in consideration of the sum of --- Twenty-eight Hundred (\$2800.00) DOLLARS in hand paid, by the party of the second part, receipt of which is hereby acknowledged, ha(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:
The South Half (S $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section four (4) and all that part of the North Half (N $\frac{1}{2}$) of the North Half (N $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Nine (9) lying west of the L. L. and G. RR Company, all in Township Fourteen (14), Range Twenty (20).
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 office in the City of Wichita, Kansas, of the sum of \$2800.00, 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 sixty-five equal payments, conditioned for the payment of said sum and interest on 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 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 \$1200.00 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 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, ha(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 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 of any kind now existing or that may hereafter come into existence.

The following is endorsed on original instrument: May 10, 1926
 Recorded May 13 " 1926
 John E. Wellman
 Register of Deeds
 The Kansas City Joint Stock Land Bank.
 By H. B. Blythe, President.
 (Corp Seal)
 Secretary
 John E. Wellman, Register of Deeds