

MORTGAGE

FROM
Charles W. Hemphill et ux.

TO
The Farm Mortgage Trust Company

State of Kansas, Douglas County, ss
This instrument was filed for
record this 28th day of February
A. D. 1925, at 4:25 o'clock P. M.

Geo. E. Neillman
Register of Deeds.

By-----Deputy

THIS INSTRUMENT, Made this 27th day of February, A. D. Nineteen Hundred and twenty-five, by and between CHARLES W. HEMPHILL and BIRDIE B. HEMPHILL, husband and wife, in the County of Douglas and State of Kansas, parties of the first part, and THE FARM MORTGAGE TRUST COMPANY, (incorporated under the laws of Kansas), located at Topeka, Kansas, party of the second part:

WITNESSETH, that the said parties of the first part, for and in consideration of the sum of EIGHT THOUSAND and no/100 DOLLARS to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby MORTGAGE and WARRANT to the said party of the second part and to its legal representatives and assigns forever, all of the following described tract piece or parcel of land, lying and situated in the county of Douglas and state of Kansas to wit:

The West Half of the Southwest Quarter ($\frac{1}{2}$ SW $\frac{1}{4}$) of Section One (1) and the West Half of the East Half of the Southwest Quarter ($\frac{1}{2}$ SE $\frac{1}{4}$) of Section One (1) Township Twelve (12) Range Nineteen (19), except the right of way of the Union Pacific Railroad across said land; also all that part of the West Half of the Northwest Quarter ($\frac{1}{2}$ WN $\frac{1}{4}$) of said Section One (1), lying south of the right of way of the Union Pacific Railroad, also a tract of land described as follows: Beginning at the intersection of the north line of the Union Pacific Railroad right of way, with the west line of the West Half of the Northwest Quarter ($\frac{1}{2}$ WN $\frac{1}{4}$) of said Section One (1), thence North along said section line to a point 18 rods North of said Union Pacific Railroad right of way, thence in a southeasterly direction to the East line of said West Half of the Northwest Quarter ($\frac{1}{2}$ WN $\frac{1}{4}$) of said Section One (1), thence the Southeast corner of the West Half of the Northwest Quarter ($\frac{1}{2}$ WN $\frac{1}{4}$) of said Section One (1), thence south 20 rods to said southeast corner, thence West along the south side of said land to the right of way of the Union Pacific Railroad, thence along the North line of said right of way to the place of the Principal Meridian; and containing in all 15 $\frac{1}{4}$ acres, more or less, except the right of way of the Union Pacific Railroad, and except the Right of way of the public road along the North side of the Railroad, right of way and excepting that part of the West Half of the Southwest Quarter ($\frac{1}{2}$ SW $\frac{1}{4}$) North of the Railroad and the public road right of way, aggregating 10 acres, excepted from above description and leaving in this conveyance 12 $\frac{1}{4}$ acres, more or less.

TO HAVE AND TO HOLD the same, with appurtenances thereto belonging, or in any wise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors or assigns forever;

PROVIDED HOWEVER, that if the said parties of the first part shall pay, or cause to be paid to the said party of the second part, its successors or assigns, the principal sum of Eight Thousand and no/100 Dollars on the first day of March, A. D. 1930, with interest thereon at the rate of six per cent per annum, payable on the first day of March in each year, together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said parties of the first part and payable at the office of said company, in Topeka, Kansas, or such other place as the legal holder of the principal note may in writing designate, which note represents a just indebtedness and actual loan from the party of the second part to the parties of the first part; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said parties of the first part, otherwise to remain in full force and effect.

Said part of the first part hereby agree and covenant as follows:
First: To pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereinafter specified, and all interest coupons, and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums, and if suit shall be filed for the foreclosure of this mortgage, may have the abstract of title extended from the date of record of this mortgage to the date of filing such foreclosure suit at the expense of the first party or parties and the second party may make any payments necessary to remove or extinguish any prior outstanding title, lien or incumbrance on the premises hereby conveyed, and the amounts so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per centum per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and in case of foreclosure the judgment shall provide that the whole of said premises be sold together and not in parcels.

Second: To keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Third: To procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises in some responsible insurance company to the satisfaction of the legal holder or holders of this mortgage to the amount of \$1000.00 Dollars, fire and lightning, and to the amount of \$1000.00 Dollars tornado, to which policies shall be attached mortgage clauses satisfactory to second party; and it is further agreed that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable, and receivable thereon, and apply the same when received, to the payment of said note or notes, less the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected 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.

Fourth: That if default occur in the performance of any covenant or condition contained in this mortgage or in the note or coupons secured hereby, 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 shall bear interest at the rate of ten per centum per annum payable semi-annually from date of first default, and no failure on the part of the second party to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to past, present or future default hereunder.

Fifth: To pay all taxes and assessments, general or special, excepting only the Federal Income Tax, which may be assessed in the State of Kansas upon the said land, premises or property, or upon the interest of the party of the second part, therein, and while this mortgage is held by a non-resident of the State of Kansas upon this mortgage or the debt secured hereby, without regard to any

The following is endorsed on the original instrument:
This mortgage is hereby released and satisfied this 9th day of April, A. D. 1925, by *Geo. E. Neillman*, Register of Deeds.

Recorded June 9th 1925
Geo. E. Neillman
Register of Deeds

FRONT