

KANSAS CODES NORTH STATIONERY CO KANSAS CITY MO 64114

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 agree(s) to keep the buildings and improvements on the premises above conveyed insured in the sum of \$1300.00 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-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 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 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 party (ies) of the first part shall permit any taxes or assessments on said land to become delinquent, or fail to keep the buildings and improvements insured as herein provided, or apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or shall, willfully or by neglect permit any unreasonable depreciation in the value of said premises or the buildings and improvements thereon, or shall sell, convey, remove, or permit to be removed from said premises any of said buildings or improvements, or shall fail to keep and perform all and singular the covenants, conditions and agreements herein contained, then the whole note hereby secured shall, at the option of the party of the second part, become immediately due and payable, and this mortgage subject to foreclosure.

At any payment period after five years from the date hereof, part(y-ies) of the first part ha(s-ve) the privilege of paying any number of installment payments, or any portion thereof, on account of the principal of the debt hereby secured. Such additional payments are not to reduce thereafter the periodical payments herein contracted to be made, but are to operate to discharge the loan at an earlier date, by reducing the percentage applicable to interest and increasing the percentage applicable to principal.

Witness the hand(s) and seal(s) of the part(y-ies) of the first part the day and year first above written.

Henry A. Stull  
Matilda E. Stull

State of Kansas  
County of Douglas, ss

Be It Remembered, That on this 24 day of March A. D. 1925, before the undersigned, a Notary Public within and for the County and State aforesaid, came Henry A. Stull and Matilda E. Stull, his wife, to me personally known to be the same person(s) who executed the foregoing instrument, and duly acknowledged execution of the same.

In Witness Whereof, I have hereunto set my hand and official seal, the day and year last above written.

L. S.

I. C. Stevenson  
Notary Public

My commission expires Oct. 18, 1928.

#### ASSIGNMENT OF MORTGAGE

The following is endorsed on the original instrument in book 60 page 571.

FROM

C. G. Pugh,

State of Kansas, County of Douglas, ss

This instrument was filed for record on this 25 day of March A. D. 1925, at 1:15 o'clock P. M.

To

Clara E. Weidman

*Geo. E. Wellman*  
Register of Deeds.

KNOW ALL MEN BY THESE PRESENTS, That C. G. Pugh, Douglas, County, in the State of Kansas, the within-named mortgagee in consideration of ----- DOLLARS to him in hand paid, the receipt whereof is hereby acknowledged do hereby sell, assign, transfer, set over and convey unto Clara E. Weidman heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject, nevertheless, to the conditions therein named.

IN WITNESS WHEREOF, The said mortgagee has hereunto set his hand this 22nd day of Jan. 1924.

Executed in presence of

C. G. Pugh

STATE OF KANSAS,  
ss  
DOUGLAS COUNTY,

BE IT REMEMBERED, That on this 22 day of January 1924, before me, Geo. W. Kuhne a Notary Public in and for said County and State, came C. G. Pugh to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.