

# MORTGAGE RECORD 67

285

From  
Everett Eberhart  
To  
Federal Land Bank, of Wichita

MORTGAGE.

State of Kansas, Douglas co, ss  
This instrument was filed for record.  
Feb. 4th 1928, At 10:05 A.M.

*John C. Williams*  
Register of Deeds

Rep. No. 1439  
Fee Paid 3.00

This Indenture, made this 5th day of January 1926 between Everett Eberhart and Leona Eberhart his wife 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 part(y-ies) of the first part for and in consideration of the sum of Twelve hundred (\$1200.00) 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:

Northwest quarter (NW $\frac{1}{4}$ ) of northeast quarter (NE $\frac{1}{4}$ ); southeast quarter (SE $\frac{1}{4}$ ) of northeast quarter (NE $\frac{1}{4}$ ) of northwest quarter (NW $\frac{1}{4}$ ) and south half (SH $\frac{1}{2}$ ) of northeast quarter (NE $\frac{1}{4}$ ) of northeast quarter (NE $\frac{1}{4}$ ) of northwest quarter (NW $\frac{1}{4}$ ) of section ten (10) township fourteen (14) north of range nineteen (19) east of the sixth principal meridian.

Containing in all 55 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 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 warrent(s) the title to the same.

Provided this mortgage is given to secure the payment by the part(y-ies) of the first part at its offices in the City of Wichita, Kansas of the sum of \$1200.00 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(y-ies) of the first part to the party of the second part, condition of the payment of said sum and interest on the amortization plan in 66 equal semi-annual payments due 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 \$----- 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 less 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 amount 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 payments in the above described note be not paid when due, or if part(y-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.

Everett Eberhart.  
Leona Eberhart

State of Kansas )  
County of Douglas ( ss;

Do It Remembered That on this 4th day of Feb'y-- A.D. 1926 before the undersigned, a Notary Public, within and for the County and State aforesaid, came Everett Eberhart and Leona Eberhart, 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.  
My Commission expires April 18-1929.

Dick Williams.  
Notary Public.

*The amount secured by this mortgage has been paid in full, and the within mortgage is hereby cancelled, this 14th day of February, 1928, at the City of Wichita, Kansas.*  
*John C. Williams*  
Register of Deeds

(Cap. Seal)

This Release was written and acknowledged by the day of February, 1928, at the City of Wichita, Kansas.  
*John C. Williams*  
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