

Provided, this mortgage is given to secure the payment by the Mortgagor to the Mortgagee, at his offices in the City of Wichita, Kansas, of the sum of \$1800.00, evidenced by a certain promissory note of even date herewith, executed by the Mortgagor to the Mortgagee, conditioned for the payment of said sum, with interest on said principal or unpaid balance thereof at the rate of five per centum per annum, payable semiannually on the 1st day of October and April in each year; said principal sum being payable on an amortization plan and in twenty (20) equal, successive semiannual installments of \$90.00 each, the first installment being payable on the 1st day of October, 1937 and the remaining installments being payable on each succeeding interest payment date, to and including the 1st day of April, 1947.

Mortgagee to have the privilege, of paying at any time one or more installments of principal, or the entire unpaid balance of said principal sum, such additional principal payments if made, operating to discharge the debt secured hereby at an earlier date and not reducing the amount or deferring the due date of the next payable installment of principal.

The Mortgagee does hereby covenant and agree with the Mortgagor, as follows:

1. To be now lawfully seized of the fee simple title to all of said above described real estate; to have good right to sell and convey the same; that the same is free from all encumbrances excepting such encumbrances as are specifically described and set out herein; and to warrant and defend the title thereto against the lawful claims or demands of all persons whose estate.

2. To pay when due all payments provided for in the note secured hereby.

3. To make return of said real estate for taxation, when so required by law; to pay before they become delinquent all taxes, charges and assessments lawfully levied against the property herein conveyed; and to exhibit to Mortgagee receipts, or certified copies thereof, evidencing such payment.

4. To pay at all times during the existence of this mortgage all due sums and interest on any mortgage, judgment, lien or encumbrance senior to the lien of this mortgage; to pay the principal debt secured by such mortgage, judgment, lien or encumbrance when due; to exhibit to Mortgagee receipts, or certified copies thereof, evidencing such payment; and to perform all other covenants and conditions contained in any such mortgage, judgment, lien or encumbrance senior to the lien of this mortgage.

5. To insure and keep insured all buildings and other improvements now on, or which may hereafter be placed on said premises, against loss or damage by fire and/or tornado, in such manner, in such amounts and for such amounts as may be satisfactory to the Mortgagee; the policy(ies) evidencing such insurance coverage to be deposited with and lost thereunder to be payable to the Mortgagee as his interest may appear. Any sum so received by Mortgagee in settlement of an insured loss may be applied at the option of Mortgagee to discharge any portion of the indebtedness secured hereby, whether or not the same be due and payable, or to the reconstruction of the buildings and improvements so destroyed or damaged.

6. To expend the whole of the loan secured hereby solely for the purposes set forth in the Mortgagee's written application for said loan.

7. Not to permit, either willfully or by neglect, any unreasonable depreciation in the value of said premises or the buildings and improvements situated thereon, but to keep the same in good repair at all times; to maintain and work the above mentioned premises in good and husbandlike manner, not to permit said buildings to become vacant or unoccupied; not to remove or demolish or permit the removal or demolition of any of said buildings or improvements situated upon said premises; not to permit or suffer any strip or waste to be committed upon said premises; not to cut or remove or permit the cutting or removal of any wood or timber therefrom, excepting such as may be necessary for ordinary domestic purposes; and not to permit said real estate to depreciate in value because of erosion, insufficient water supply, inadequate drainage, improper irrigation, or for any reason arising out of the irrigation or drainage of said lands.

8. To reimburse the Mortgagee for all costs and expenses incurred by him in any suit to foreclose this mortgage, or in any suit in which the Mortgagee may be obliged to defend or protect his rights or interests acquired hereunder, including all abstract fees, court costs, a reasonable attorney fee where allowed by law, and other expenses; and such sums shall be added to and become a part of the debt secured hereby and included in any decree of foreclosure.

9. That all checks or drafts delivered to the Mortgagee for the purpose of paying any sum or sums secured hereby will be paid upon presentation; and that all agencies used in making collections thereof, including those agencies transmitting the proceeds of such items to the Mortgagee, shall be considered agents of the Mortgagee.

This mortgage is made to the Mortgagee as the Land Bank Commissioner acting pursuant to Part 3 of the act of Congress known as the Emergency Farm Mortgage Act of 1933 (and any amendments thereto), and is hereby agreed to be in all respects subject to and governed by the terms and provisions thereof.

The Mortgagee in the written application for loan hereby secured made certain representations to the Mortgagee as to the purpose or purposes for which the proceeds of this loan are to be used. Such representations are hereby specifically referred to and made a part of this Mortgage.

In the event the Mortgagor shall fail to pay when due any tax, or assessments against the security or fail to pay at all times during the existence of this mortgage, all due sums and interest on any mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or fail to pay the principal debt secured by such mortgage, judgment, lien or encumbrance when due, or fail to perform all other covenants and conditions contained in any such mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or fail to maintain insurance as herein provided for, the Mortgagee may at his option make such payments, perform such covenants and conditions, or provide such insurance, or make such payment herefor, or incur such connection therewith, shall become a part of the indebtedness secured by the lien of this mortgage and bear interest from the date of payment at the rate of five per centum per annum until paid.

The said Mortgagee hereby transfers, sets over and conveys to the Mortgagee all rents, royalties, bonuses and delay moneys that may from time to time become due and payable under any oil and gas or other mineral leases of any kind now existing, or that may hereafter come into existence, covering the above described land, and said Mortgagee, and said Mortgagee's heirs, assigns, successors and assigns, shall be bound to deliver to the Mortgagee all such rents, royalties, bonuses and delay moneys as they may from time to time become due and payable under any such lease, royalty, bonus or delay money. All such sums so received by the Mortgagee shall be applied first, to the payment of matured installments upon the note secured hereby and/or to the reimbursement of the Mortgagee for any sums advanced in payment of taxes, insurance premiums, or other assessments, or upon sums advanced in payment of prior mortgages, judgments, liens or encumbrances, as herein provided for, together with the interest due thereon; and second, the balance, if any, upon the principal remaining unpaid, in such a manner however either in whole or in part or all such sums, without prejudice to his right to take and retain any future sum or sums, and without prejudice to any of his other rights under this mortgage. The transfer and conveyance hereunder to the Mortgagee of said rents, royalties, bonuses and delay money shall be construed to be a premium for the payment or reduction of the mortgage of record, this conveyance shall become operative and of no further force and effect.

If the lands hereby conveyed shall ever, during the life of this mortgage, become included within the boundaries of any irrigation, drainage or other special assessment district and/or become subject to and liable for special assessments of any kind, for the payment of which said lands are not liable at the date of the execution of this mortgage, then the whole of the indebtedness hereby secured shall, at the option of the Mortgagee, become due and payable forthwith.

If at any time, during the life of this mortgage, the premises conveyed hereby shall, in the opinion of the Mortgagee, become insufficient to secure the payment to the Mortgagee of the entire unpaid balance of the indebtedness secured hereby due and payable said forthwith foreclose this mortgage.

In the event of foreclosure of this mortgage, the Mortgagee shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein and found due under this mortgage.

If any of the payments on the above described note be not paid when due, or if the Mortgagee shall permit any taxes or assessments on said lands to become delinquent, or if the Mortgagee shall fail to pay at all times during the existence of this mortgage all due sums and interest on any mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or shall fail to perform any of all other covenants and conditions contained in any such mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or shall permit any foreclosure proceedings to be instituted upon any such mortgage, judgment, lien or encumbrance, or shall fail to keep the buildings and improvements insured as herein provided, or shall apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or shall become immediately due and payable and bear interest from such date at the rate of five per centum per annum, and this mortgage subject to foreclosure.

It is agreed that all of the abstracts of title to the real estate above described, which have heretofore been delivered by the Mortgagee to the Mortgagee herein, shall be retained by said Mortgagee until the indebtedness secured hereby shall have been paid and discharged in full, and in the event the title to said real estate is conveyed to the Mortgagee to the Mortgagee in abstracts shall pass to the purchaser at the Sheriff's or Master's sale, upon expiration of the redemption period provided by law.

Now in the said Mortgagee shall pay, when due, all payments provided for in said note, and reimburse said Mortgagee for all sums advanced hereunder, and shall perform all of the other covenants and conditions herein set forth, then this mortgage shall be void, otherwise to be and remain in full force and effect.

The said Mortgagee hereby waives notice of election to declare the whole debt due as herein provided, and also the benefit of all stay, valuation, homestead and appraisal laws.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Mortgagee has hereunto set his hand and seal the day and year first above written.

B. C. Day

Rosa M. Day

(ACKNOWLEDGMENT)

STATE OF KANSAS

COUNTY OF DOUGLAS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 6th day of April, 1934, personally appeared

B. C. Day

Rosa M. Day, his wife

to me personally known and known to be the identical person(s) who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

My Commission expires November 15th, 1934

C. C. Gerstenberger, Notary Public

Legal Seal

(RELEASE)

The amount secured by this mortgage has been paid in full, and the same is hereby canceled, this 14 day of Dec, 1942

This release was written on the original of the mortgage.

Witness my hand and official seal the day and year last above written.

Witness my hand and official seal the day and year last above written.

Federal Farm Mortgage Corporation, a corporation, and Land Bank Commissioner, acting pursuant to Part 3 of the Emergency Farm Mortgage Act of 1933, as amended. By the Federal Land Bank of Wichita, a corporation, their agent and Attorney-in-Fact (Camp Seal) By R. H. Jones Vice-President