

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 \$-5000.00 - 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 September March in each year; said principal sum, being payable on an amortization plan and in twenty (20) equal, successive semi-annual installments of \$-75.00, the first installment being payable on the 1st day of September March 1937, and each succeeding installment thereafter on each succeeding interest payment date, to and including the 1st day of March 1937.

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

- 1 The Mortgagor does hereby covenant and agree that:
- 2       1. To be 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 encum-
- 3 brances 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
- 4       certain or vested claims or interests may be affected thereby.
- 5       2. To pay when due all payments provided for in the note secured hereby.
- 6       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
- 7 property herein conveyed; and to exhibit to Mortgagee receipts, or certified copies thereof, evidencing such payment.
- 8       4. To pay at all times during the existence of this mortgage all due sums and interest on any mortgage, judgment, lien or encumbrance anterior to the lien of this mortgage; to pay
- 9 the principal and interest on any such mortgage, judgment, lien or encumbrance when due; to exhibit to Mortgagee receipts, or certified copies thereof; evidencing such payment; and to perform
- 10 all other covenants and conditions contained in any such mortgage, judgment, lien or encumbrance senior to the lien of this mortgage.
- 11       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
- 12 such manner and amount, and for such term of years, as may be satisfactory to the Mortgagee; the policy or policies evidencing such insurance coverage to be deposited with and loss thereunder
- 13 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
- 14 portion of the indebtedness secured hereby, whether or not the loss may be due to fire, or to tornado, or to any other cause, and improvements so destroyed or
- 15       damaged to be replaced or repaired.
- 16       6. To expend the whole of the loan secured hereby solely for the purposes set forth in the Mortgage's written application for said loan.
- 17       7. Not to permit, either willfully or by neglect, any unreasonable diminution in the value of said premises or the buildings and improvements situated thereon; but to keep the same in
- 18 good and substantial repair, and to cause the same to be so repaired in a good and husbandlike manner; not to permit said buildings to become vacant or unoccupied; not to remove or
- 19 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 of land, or any part of the premises, to
- 20 be cut out or severed from the premises, or to be sold or otherwise disposed of, or to be leased, or to be otherwise disposed of, or to be otherwise disposed of, or to be otherwise disposed of, or
- 21       to be otherwise disposed of, or to be otherwise disposed of, or to be otherwise disposed of, or to be otherwise disposed of, or to be otherwise disposed of, or to be otherwise disposed of, or to be otherwise disposed of,
- 22       depreciate the 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.
- 23       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
- 24 protect his rights or the rights of said lender, including all reasonable attorney's fees and costs of any kind, and all other expenses; and such sums shall be added to and
- 25       be paid by the Mortgagor in any decree of foreclosure.
- 26       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 presentment; and that all agencies used in
- 27 making collections thereof, including those agencies transacting the proceeds of such payments to the Mortgagee, shall be considered agents of the Mortgagee.
- 28       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

The Mortgagor 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 taxes 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, and the amount so paid therefor, or incurred in 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.

[illegible]

of record, this conveyance shall become imperative 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 assumed shall, at the option of the Mortgagee, become due and payable forthwith.

defendants hereby secured bail, at its option to the Mortgagee, become the sole payee and payor of the Mortgagee's checks.

If at any time, during the life of this mortgage, the premises covered hereby shall, in the opinion of the Mortgagee, become insufficient to secure the payment to the Mortgagee of the indebtedness then remaining unpaid, by reason of an insufficient supply of cash, or drainage, or irrigation, or erosion, then said Mortgagee shall have the right, at its option, to declare the unpaid balance of the indebtedness secured hereby due and payable and to 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 collect the rents, issues and profits thereof, the amounts so collected by such receiver to be applied under the direction of the court to the payment of any judgment rendered or amount found due under this mortgage.

If any of the payments on the above described note he 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 during the term of the mortgage all due interest on such mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or shall fail to pay the principal debt secured by such mortgage, judgment, lien or encumbrance when due, or shall fail to perform \*\*or if all other covenants and conditions contained in any mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, shall per any way be violated, then the sum of \$100,000.00 shall be added to the principal amount of the loan, and the same shall be forthwith payable to said lender without benefit of time, and until said execution by virtue of any such mortgage, judgment, lien or encumbrance, or shall fail to keep the buildings and improvements insured as herein provided, or shall fail to apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or shall fail to keep an\*\* perform all and singular the covenants, conditions and terms hereof, then 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. In the event that the title to said real estate is conveyed by the Mortgagee to the Mortgagee herein, the abstracts of title to the real estate above described shall thereupon become and be the property of the Mortgagee, or in the event of foreclosure of this mortgage, the title to said abstracts shall pass to the purchaser at the Sheriff's or Master's sale, upon expiration of the redemption period provided by law.

Now if the said Mortgagor 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 Mortgagor hereby waives notice of election to declare the whole debt due as herein provided, and also the benefit of all stay, valuation, homestead and appraisalment 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 Mortgagor has hereunto set his hand and seal the day and year first above written.

Mary F. Priest

(ACKNOWLEDGMENT)

California  
STATE OF ~~KANSAS~~ Los Angeles } ss.  
COUNTY OF ~~DECATUR~~

Before me, the undersigned, a Notary Public, in and for said County and State, on this 31st day of March, 1934, personally appeared \_\_\_\_\_

Mary F. Priest, a widow \_\_\_\_\_ and \_\_\_\_\_  
to me personally known and known to me to be the identical person \_\_\_\_\_ who executed the within and foregoing instrument and acknowledged to me that \_\_\_\_\_ she \_\_\_\_\_ executed the same  
as \_\_\_\_\_ her \_\_\_\_\_ 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.

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

My Commission expires.....Aug. 4, 1936

W. H. Tuttle  
Notary Public

Legal Seal (RELEASE)

The amount secured by this mortgage has been paid in full, and the same is hereby canceled this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.