

MORTGAGE RECORD 75

State of Kansas ()
 Shawnee County ISS

Be it remembered, That on this 2nd day of March A.D. 1928 before me a Notary Public a Notary Public in and for said county and state came Lillian Lorch to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

C.M. Husted
 Notary Public

LS
 My commission expires August 13, 1930;

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 MORTGAGE State of Kansas, Douglas County, SS
 From Amortization This instrument was filed for record
 Lewis Howell & Wife Mortgage Mch. 30, 1928 at 2:15 P.M.
 To
 Federal Land Bank of Wichita

Rec. No. 3351
 Fee Paid \$20.00

Dr. E. Wellman
 Register of Deeds.

This Indenture made this 6th day of March, 1928 between Lewis Howell and Winnie M. Howell, 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 Eight Thousand (\$8000.00) Dollars in hand paid, by the party of the second part, receipt of which is hereby acknowledged ha(a-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:
 Northeast quarter (NE $\frac{1}{4}$) of Northeast quarter (NE $\frac{1}{4}$) west half (W $\frac{1}{2}$) of northeast Quarter (NE $\frac{1}{4}$) and east half (E $\frac{1}{2}$) of Northwest Quarter (NW $\frac{1}{4}$) of section thirty five (35) Township Thirteen (13) South of Range Nineteen (19) East of the sixth Principal Meridian. Containing 200 acres of land more or less according to the U.S. Government Survey thereof.

Together with the privileges, hereditaments and appurtenances thereunto belonging or in anyway 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 not 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 warrant(s) the title to the same.

Provided this mortgage is given to secure the payment by the part(y-ies) of the first part to the party of the second part, at its office, in the City of Wichita, Kansas of the sum of \$8000.00 with interest at the rate of five 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, conditioned for the payment of said sum and interest on the amortization plan in 71 equal semi-annual payments and a 72nd or final payment unless sooner matured by extra payments 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 \$1500.00 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(a-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 on 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 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 wilfully 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(a-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

The release was written on the original mortgage.

entered this 14 day of May 1942

Handwritten: Handed to Clerk
 Reg. of Deeds
 Deputy

The amount secured by this mortgage is \$8000.00. The mortgage is fully paid and the proceeds are being refunded to the mortgagor. The mortgage is being recorded for the purpose of securing the loan. The mortgage is being recorded for the purpose of securing the loan. (copy - seal)