MORTGAGE RECORD 75

From George G. Coleman et ux

Vederal Land Bank

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MORTGAGE

State of Kansas Douglas Cess; This instrument filed for reco and May 21st day of May, 1928 at 10:00 A.M. Jack Wellman Register of Deeds

This Indenture made this 17th day of May,1923, BerFeul----George C. Coleman and Clara L. Coleman, his wife, of the County of Duylas 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, WitnessethiThat said part(y-ies) of the first part, for and in consideration of the sum of ---TWelve Hundred (\$1200.00) Pollars in hand paid, by the party of the second part,receipt of which is hereby acknowledged ha(s-ve) granted, bargained, and said, and do(se) 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:

North Half (N_2^1) of Northwest Quarter (NN_2^1) of Section Nineteen (19), Township Thirteen (13) South of Range Twenty-one (21), East of the Sixth Principal Meridian

Containing 75.40 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 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 soll or convey the same, and that the same are free of all incumbrances, and warrants the title to the same.

The same. Provided, this mortgage is given to secure the payment by the part(y-les) of the first part to the party of the second part, at its office, in the City of Wichita, Zansas, of the sum of \$1200.00 mith interest at the rate of five per cent per namum payable seci-annually, evidenced by a certain promissory note of even date 's remith', excuted by the part(y-les) of the first part to the party of the second part, conditioned for the payment of said sum and interest on the amortisation plan in sixty-five semi-annuali- installments of \$18.00 each and a final installment of \$30.75 due the 12.100 mither series and by other summatic a constant of unitation of the first parable plan in sixty-live semi-annual-- installments of Sic-UD each and a final installment of SUD-10 due May 17,1961, unless sooner matured by extra payments on account of principal, with interest payable at the same time of each installment of principal at the rate of five per cent per annum on the balant of principal remaining unpaid on each installment payment date pursuant to the provisions of the Federal Farm Loan Act and in accordance with amortization tables approved 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 autjorized by the State of Kansas not exceeding eight per cent per annum. exceeding eight per cent per annum.

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 ingured in the sum of \$1000.00 in an insurance company to be approved by party of the se ond part, such 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 to pay, when due, all taxes, charges and assessments legally levied against the oroperty herein conveyed. Part(y-ies) of the first part agree or purposes for which the money loaned on this kortgage was borrowed. Such representations are hereby specifically referred to and made

part of this mortgage.

This mortgage is made to said party of the sccond 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 thatpar t(y-ies) of the first part 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 a t

shall become subject to the lief on this mortgage, and pear interest from the date of pointer a t the highest rate subtorized by this State, not exceeding eight per cent per amma. And to further secure the payment of said note, the part(y-iss) 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 form time to time become due and payable or the date of any bit of not existing or ent us rents, royalties, payments and using moneys that may form time to the become due and payhole on account of any and all oil andgas 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 ungad; provided, that nothing Berein shall be construed as a waiver of the priority of the line created by this mortgage over any such lease made subsequent to the date of this mortgage.

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 cov-emants, conditions and agreements herein contained, then the whole note hereby secured shall, at the ortion of the party of the second mart become immediately due and nowship, and this mortgage subject 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) for privilege of paying any number of installment payments on account of the principal of the debt hereby secured, Such additional payments are not to reduce thereafter the periodical payments of principal herein contracted to be made, but are to operate to discharge the loom at an earlier date.

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

George C. Coleman Clara L. Coleman

State of Kansas County of Doughas ISS

Be it remembered, That on this 19th day of May A.D. 1928 before me the undersigned