

MORTGAGE RECORD 75

debt hereby secured, or the interest due thereon, and so long as the agreements, covenants and conditions of this mortgage shall be faithfully performed, the first party, their heirs or assigns, shall retain possession of the premises hereby conveyed, and shall be entitled to appropriate for their own use all the income and profit derived therefrom; this assignment to terminate and become void upon the release of this mortgage:

That the second party, its successors and assigns, shall be subrogated for further security to the lien, though released of record, of any and all encumbrances paid out of the proceeds of the loan secured by this mortgage:

That in case the second party, its successors or assigns, shall hereafter appear in any of the land departments of the United States Government, or in any court or tribunal whatever, to defend the title or possession of the mortgaged real estate or the lien thereon, or appear in any court to prove the mortgage debt, all the costs and expenses of such appearance, shall be allowed the second party, its successors or assigns, and such costs and expenses shall bear ten per cent interest from the date of the payment by said second party, its successors or assigns, and shall be an additional lien upon the mortgaged real estate, concurrent with and collected in the same manner as the balance of the mortgage debt hereby secured.

That the property herein described being located in the State of Kansas, this mortgage and the rights and indebtedness hereby secured shall, without regard to the place of contract or payment, be construed and enforced according to the laws of the State of Kansas, with reference to the laws of which state the parties to this agreement are now contracting.

Now, if the payments are made as provided and all covenants and agreements fulfilled, this mortgage shall be null and void and shall be released at the cost of the first party, their heirs or assigns, which cost the first party agrees to pay, but if the first party, their heirs or assigns, shall make default in the payment of any note or notes at maturity, or any interest thereon when due, or the taxes or assessments aforesaid, or any part of either, or if waste be committed on, or improvements be removed from said real estate without written consent of the second party, or if by reason of operation under any oil, gas or mineral lease, the premises are rendered unfit for agricultural purposes, in whole or in part, or the security impaired, or if any of the terms of this contract are violated, then in any or either of said events, the whole of the sums hereby secured shall, at the option of the second party, or the legal owner of said indebtedness, become immediately due and payable without notice and thereupon this mortgage shall become absolute and the owner of said indebtedness may immediately cause the mortgage to be foreclosed in the manner prescribed by law, and shall be entitled to have a Receiver appointed to take charge of the premises, to rent the same and receive and collect the rents issues and royalties thereof, under direction of the Court, and any amount so collected by such receiver shall be applied, under direction of the Court, to the payment of any judgment rendered, or amount found due upon foreclosure of this mortgage.

Dated this First day of September, 1928.

A. J. Herrod.
Sylvia M. Herrod

State of Missouri)
County of Jackson) ss:

Before me the undersigned, a Notary Public, in and for said County and State, on this 5th day of September, 1928, appeared --- A. J. Herrod, and Sylvia M. Herrod - his wife. to me known to be the identical persons who executed the foregoing instrument, and such persons duly acknowledged the execution of the same.

My Commission expires April 29, 1930.

Ellen M. Schumann
Notary Public in and for Jackson County, Mo.

L.S.

From B.C. Day
To Federal Land Bank.

MORTGAGE

State of Kansas, Douglas Co. ss
Filed for record Sept. 17, 1928
At 9:15 A.M.

Ellen M. Schumann
Register of Deeds

This Indenture made this 11th day of September 1928 between B.C. Day and Rosa W. Day 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 Seven Thousand (\$7000.00) 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:
Southwest quarter (SW $\frac{1}{4}$) of Section Twenty eight (28) Township Thirteen (13) South of Range Twenty (20) east of the sixth Principal Meridian except 5.11 acres deeded to Southern Kansas Railway Company and 60 X 160 ft. in the southeast corner of said quarter deeded to Douglas County Farmers Co-operative Association containing in all 15 $\frac{1}{2}$ 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 sell or convey 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 \$7000.00 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