

MORTGAGE RECORD 75

1462 6008 NORTH STATIONERY CO. KANSAS CITY MO 64116

presently conveyed insured in the sum of \$3000.00 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 agrees(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, has(-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 the 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 has(-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 loan at an earlier date, by reducing the percentage applicable to interest and increasing the percentage applicable to principal.

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

B.C.Day  
Rosa M. Day.

State of Kansas I  
County of Douglas ISS

Be it remembered, That on this 12th day of September A.D. 1928 before the undersigned a Notary Public within and for the county and state aforesaid came B.C.Day and Rosa M. Day his wife to me personally known to be the same person(s) who executed the foregoing instrument and duly acknowledged execution of the same.

In Witness Whereof, I have hereunto set my hand and official seal, the day and year last above written.

C.C. Gerstenberger  
Notary Public

LS  
My commission expires November 12th, 1930.

*(Copied)*  
This instrument was recorded for the purpose of securing a loan from the Federal Land Bank of Lawrence, Kansas, and the proceeds of the loan were used for the purchase of land in Douglas County, Kansas. The instrument was recorded on the original mortgage entered this 20th day of September 1928.

This relates and certifies on the original mortgage entered this 20th day of September 1928.  
Harold Beck  
Reg. of Deeds  
Douglas County

From MORTGAGE.  
Alpha Xi Delta  
To S. A. Wood, Trustee.

State of Kansas Douglas Co. ss  
This instrument filed Sept. 13th 1928 at 3:10 P.M.

Asa E. Wellman  
Register of Deeds

Reg. No. 3712  
Fee Paid \$5.00

This Indenture, Made this fifth day of September in the year of our Lord, One Thousand Nine Hundred and twenty eight between Alpha Xi Delta Inc., a Kansas Corporation of the first part, and S. A. Wood, Trustee, party of the second part;

Witnesseth, That the said party of the first part in consideration of the sum of ten thousand dollars has sold, and by these presents does Grant, Bargain, sell and mortgage to the said party of the second part and his successors in trust, all that tract or parcel of land situated in the County of Douglas and State of Kansas described as follows, to-wit:

From the Center of Section 36, Township 12 S. Range 19 E. West 950.24 feet and South 253.00 feet to a Point of Beginning, Thence East 268.61 feet; Thence South 17 degrees and 50 minutes West, 206.88 feet to a point marked with and Iron Pipe, being 745.56 feet West of and 449.94 feet South of the Center of Section 36, Township 12 S. Range 19 E. Thence N 55 degrees, 05 minutes East 97.59 feet; Thence on 130 foot radius curve to left 83.71 feet to point of compound curve with 300 foot curve, thence left on this curve 51.09 feet; Thence North 122 feet to point of beginning all in West Hills a residence district adjoining the City of Lawrence, Kansas as recorded in Register of Deeds office, Douglas County, Kansas.

With the appertances and all the estate, title and interest of the said party of the first part therein. And the said party of the first part does hereby covenant and agree that at the delivery hereof, it is the lawful owner of the premises above granted and seized of good and indefeasible estate of inheritance therein, free and clear of all incumbrances except one certain mortgage now of record in the office of the Register of Deeds of Douglas County, Kansas for the sum of forty five thousand dollars.