

MORTGAGE RECORD 75

STATE OF KANSAS }
OSAGE COUNTY } ss.

Be it remembered, That on this 1st day of Febr. 1929 before me, J. A. Cordts a Notary Public in and for said County and State, came Frank Simon and Allie Simon, his wife, to me personally known to be the same persons who executed the within 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.

Legal

Seal

J. A. Cordts

Notary Public

My commission expires Nov. 24th 1929

Recorded Feb. 2, 1929 A. D. at 9:50 A. M.

Edw. E. Newton Register of Deeds

AMORTIZATION MORTGAGE
(Kansas)

This Indenture made this 29th day of January, 1929, between Lewis R. Tucker and Dora Tucker, 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 Thirty-seven Hundred (\$3700.00) dollars in hand paid, by 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:

Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty (30), Township Fourteen (14) South of Range Twenty (20) East of the Sixth Principal Meridian EXCEPT beginning at Southwest corner of said quarter section; thence East 80 rods; thence North 80 rods; thence West 80 rods; thence South 80 rods to place of beginning; CONTAINING in all 109.88 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, and that the same are free of all encumbrances, and warrant(s) the title to the same.

Provided, that 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 \$3700.00, 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, and in accordance with the provisions of said note, and the provisions of the Federal Farm Loan Act and in accordance with the provisions of 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 \$1800.00 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 loany ha(s-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 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.

This mortgage was written at the original mortgage of \$3700.00 by Lewis R. Tucker and Dora Tucker, his wife, to The Federal Land Bank of Wichita, a corporation, on the 1st day of February, 1929.

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Handwritten signature

Handwritten signature

This is a true and correct copy of the original mortgage as recorded by the Register of Deeds.