

MORTGAGE RECORD 75

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receiver or otherwise, as it may elect. As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said parties of the first part hereby assign to the said party of the second part all the profits, revenues, royalties, rights and benefits accruing or to accrue to them under all oil, gas or mineral leases on said premises. This assignment to terminate and become null and void upon the release of this mortgage by mortgagee or assigns.

And the said parties of the first part, for said consideration do hereby expressly waive all benefit of the exemption laws of the state in which the property is located.

In testimony whereof the said parties of the first part have hereunto subscribed their names on the day and year first above mentioned.

Charles B. Kirchner
Elizabeth Kirchner

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 15 day of Mar A. D. Nineteen Hundred and Twenty-nine before me, the undersigned, a Notary Public in and for said County and State, came CHARLES B. KIRCHNER AND ELIZABETH KIRCHNER, HUSBAND AND WIFE, who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes therein set forth.

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

Legal Seal

E. L. Bacon Notary Public Douglas County

My commission expires July 22, 1931

Recorded March 18, 1929 A. D. at 10:00 A. M.

Elmer E. Amstutz

Register of Deeds

MORTGAGE

THIS INDENTURE, Made this 14th day of March A. D. Nineteen Hundred and Twenty-nine by and between CHARLES B. KIRCHNER AND ELIZABETH KIRCHNER, HUSBAND AND WIFE, in the County of Douglas and State of Kansas parties of the first part, and THE FARM MORTGAGE INVESTMENT COMPANY, (incorporated under the laws of Kansas) located at Topeka, Kansas, party of the second part:

WITNESSETH, that the said parties of the first part do hereby MORTGAGE AND WARRANT to said party of the second part, its successors and assigns, forever, all the following real estate in the County of Douglas and State of Kansas, described as follows, to-wit:

The South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Ten (10) in Township Fifteen (15) South, Range Nineteen (19) East of the Sixth Principal Meridian, containing Eighty (80) Acres, more or less, according to the Government Survey thereof,

to secure the payment of \$100.00 payable as follows:

\$70.00 on or before the first day of April 1930	6%	semi-annual interest from April 1, 1929
\$70.00 on or before the first day of April 1931	6%	semi-annual interest from April 1, 1929
on or before the first day of 1922	6%	semi-annual interest from
on or before the first day of 1922	6%	semi-annual interest from
on or before the first day of 1922	6%	semi-annual interest from
on or before the first day of 1922	6%	semi-annual interest from
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on or before the first day of 1922	6%	semi-annual interest from
on or before the first day of 1922	6%	semi-annual interest from

This mortgage is subject and second to a mortgage to THE FARM MORTGAGE INVESTMENT COMPANY to secure the payment of TWENTY-EIGHT HUNDRED AND NO/100 DOLLARS (\$2800.00)

The said mortgagee or assigns may pay any sum or sums of principal or interest due and unpaid on said prior mortgage, and on such payment shall be subrogated to the rights of the prior mortgagee, or may pay the taxes on said land, and the amount so paid, for principal or interest or taxes, together with interest thereon at ten per cent per annum, shall be a lien on said premises and be secured by this mortgage.

If default shall occur in the payment of any sum or sums hereby secured, or the payment of any portion of the principal or interest on said prior mortgage, or in the payment of the taxes on said premises when due, or if any of the conditions or agreements set out in said prior mortgage are not conformed to or complied with, then the whole amount hereby secured shall immediately become due and payable and this mortgage may then be foreclosed.

WITNESS OUR HANDS, This 14th day of March, 1929.

Charles B. Kirchner
Elizabeth Kirchner

STATE OF KANSAS, DOUGLAS COUNTY, SS.

Before me, E. L. Bacon a Notary Public in and for said County and State, on this 15 day of Mar. 1929 personally appeared CHARLES B. KIRCHNER AND ELIZABETH KIRCHNER, HUSBAND AND WIFE, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed. Witness my hand and official seal, the day and year above set forth.

Legal Seal

E. L. Bacon Notary Public

My commission expires July 22, 1931

Recorded March 18, 1929 A. D. at 10:05

Elmer E. Amstutz

Register of Deeds

Reg. No. 100

Fee Paid .25

Recorded March 18, 1929

By Elmer E. Amstutz

Register of Deeds

Witness my hand and official seal

the day and year above set forth.

Charles B. Kirchner

Elizabeth Kirchner

Witness my hand and official seal

the day and year above set forth.

E. L. Bacon

Notary Public

Douglas County, Kansas

My commission expires July 22, 1931