

MORTGAGE RECORD 75

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And it is agreed that in case default shall be made in the payment of any instalment of said note or of interest thereon when due, or if there shall be a failure to comply with any condition of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees herein above specified, shall at the option of the party of the second part and with notice to the parties of the first part, become due and collectible at once by foreclosure or otherwise.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

James W. Smith
Grace L. Smith

STATE OF KANSAS
DOUGLAS COUNTY

On this 26th day of March A. D. 1929 before me personally appeared James W. Smith and Grace L. Smith his wife, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Legal Seal

Bernice E. Jones
Notary Public in and for said County.

My commission expires Dec. 29, 1932

Recorded March 27th, 1929 A. D. at 9:05 A. M.

Bernice E. Jones Register of Deeds

AMORTIZATION MORTGAGE

This Indenture made this 18th day of March 1929 between HENRY H. FISHBURN AND MAIRIE M. FISHBURN, 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 two thousand (\$2,000.00) Dollars in hand paid, by party of the second part, receipt of which is hereby acknowledged, ha(e-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:

North Half (N $\frac{1}{2}$) of Southeast Quarter (SE $\frac{1}{4}$) and Southeast Quarter (SE $\frac{1}{4}$) of Northeast Quarter (NE $\frac{1}{4}$) of Section Ten (10), Township Fifteen (15) South of Range Eighteen (18) East of the Sixth Principal Meridian:

Containing 120 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, 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 \$2000.00, 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 the premises above conveyed insure in the sum of ----- 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 loan, ha(e-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