## MORTGAGE RECORD No. 77

The mortgagors represent that they have fee simple title to said land, free and clear of all liens and incumbrances, and hareby warrant the title against all persons, waiving hereby all rights of home-

and incumorances, and hereby marked the state against all persons, weiving hereby all rights of home-stade exemption. PROVIDED, That whereas said mortgagors Charlie A. Olson, Gust F. Olson, and Oscar F. Olson, each and no/100 Dollars, for a loan thereof made by said mortgages in the principal sum of Five Thousand interest at the rate specified in and according to the tenor and effect of the certain promissory note and principal being gays, of even date herewith, payable to the order of said Receiver, both interest installanet being due on December first A. D. 1930 and a like sum due semi-annual installanets, the first list day of June and December of each year, according to the terms and conditions of said note, by which with the amortization tables provided by the Federal Farm Loan Board, together with interest the rate of eight per cent per annue on any installment of principal or interest at the which shall not have been paid when due. Both principal and interest being payable at the office of said and interest, according to the terms and conditions of principal Receiver in Kansas City, No. If said mortgagors shall pay the aforesaid indebtedness, both principal all the covenants and agreements of this mortgage, then these paid in ature, and shall keep and perform remain in full force and effect. interest a. use nortgagers, of even into herewith, payable to the order of said accounts, the first encounts being payable on an amortization plan in sixty-nine semi-annual installants, the first installants being due on December first A. D. 1930 and a like sum due semi-annually thereafter on the installants being due on December of each year, according to the terms and conditions of said note, by which the entire principal and interest shall be fully paid, all on the amortization plan and in accordance which shall not have been pidd when due. Both principal or interest or unpaid part of principal and interest, according to the terms and part her principal and interest, according to the terms of said note, as the same shall mature, and shall keep and perform reach in the agreement of this mortgage, then these presents to become void; otherwise to mean in full force and effect. Said mortgage lang and further to pay any recording fee or tax, or any tax or assessment or charge that any be levided, assessed against or required from the holder of said mortgage and note as a condit to the maturing or enforcing or enjoying the full benefit of the line of this mortgage, or the ments or charges, then the holder of this mortgage and the full amount of said advances when are, and company entregage lang and intergage real darge may be levied within the stares, assess with interest at the rest of the per cent per annum from date of such advancesnent, and this mortgage in-star accounts and surtage or tage and improvements upon said land in as good condition as they now are; to acither commit nor suffer weste; to maintain both fire and tornado insurance what and this mortgagers and said increagers and have mortgages or assigns, upon the mortgage in-dividual the per annum, mortgagers placed the mortgages or assigns, as on nor the said advances is further and firty Dollars, payable in case of loss to mortgages or assigns, such or the holder there of restin and until the payment of this oblightion. And the mortgagers, sut

The of the performant of the property in the progress proves, and the lien of this mortgage shall ex-tend thereto. Seld mortgagors hereby assign to the mortgage and his assigns all rents and incomes derived at any and all times from the property mortgaged to secure said note, and hereby authorize the holder of said note, at his option to take charge of said property, collect and receipt for all rents and income, and apply the same on all payments, incurance premiume, taxes, assessments, repairs or said note, provided said amortization payments are in arrears. This assignment of rents and income to continue in force until the amount of this mortgage is fully paid. And to further secure the payment of said note, the mortgagors hereby assign to the mortgage or or parts as the mortgage may from time to time designate, all the rents, royalties, payments and de-mining leases or mineral leases of any kind now existing or that may hereafter come into existence covering the above described lands, and all monies received by the mortgage by reason of this assign-to the principal remaining unpaid; provided, that hothing herein shall be construct as a waiver of the principal remaining unpaid; provided, that nothing herein shall be construct as a waiver of the principal remaining unpaid; provided, that nothing herein shall be construct as a waiver of the principal remaining unpaid; provided, that nothing herein shall be construct as a waiver of the principal remaining unpaid; provided, that nothing herein shall be construct as a waiver of the principal remaining unpaid; provided, the noting here shall be construct as a waiver of the principal remaining unpaid; provided, the noting herein shall be construct as a waiver of the principal remaining unpaid; provided, that nothing herein shall be construct as a waiver of the principal remaining unpaid; provided, that nothing herein shall be construct as a waiver of the principal remaining unpaid; provided, the noting herein shall be construct as a waiver of the principal change the priority of the lien created by this mortgage over any such lease made subsequent to the date of

Morgagers further covenant that mortgages shall be subrogated to all rights and remedies of any lien nolder whose lien shall have been discharged with the proceeds of this loan, should any mortgages desire to be so subrogated, whether such lien has been released of record or not.

Non-compliance with any of the agreements made herein by mortgagers shall, at the option of the holder hereof, cause the whole debt secured hereby to mature, and no demand for the fulfillment of broken obligations or conditions, and no notice of election to consider the debt due shall be necessary before instituting cuit to collect the same and forcelose this mortgage, the institution of such suit here all the notice are instituted to be an an and the same and forcelose the debt due that the not be and the same and forcelose this mortgage, the institution of such suit being all the notice required. The exercise of the rights and authority herein granted to the holder of the mortgage indebtedness to pay taxes, take out insurance, collect rents or perform any other acts in case of default of mortgagors, shall be optional with the holder of said mortgage indebtedness and

not obligatory upon him. The term "mortgagee" shall designate any lawful holder of any part or all of the indebtedness hereby secured. The use of the plural shall be construed as singular whenever necessary to conform to

Witness our hands this Fifth day of June 1930.

Executed and delivered in presence of

Charlie A. Olson Gust F. Olso Oscar F. Olson

F. C. Whipple

Notary Public

STATE OF KANSAS. COUNTY OF DOUGLAS, SS.

On this 10th day of June 1930 before the undersigned Notery Public in and for said County and State, percoally came tryto setore the undersigned motory runts in and for said county and me known to be the same percons described in and who executed the foregoing instrument and acknowledged the execution of the sam Witness my hand and notarial seal.

Legal Seal

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My commission expires Jan. 27, 1931.

Approved as to form, legal sufficiency and legal description of real estate. Neil F. Cline 6/14/30 Elic C. Constrang Register of Deeds Recorded June 19, 1930 A. D. at 9:50 A. M.

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The instrument and the constant of the decimant of the constant of the constan was written on the original Mortgage i entered this // day hint my

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