

This mortgage shall be construed and the rights and the indebtedness hereby secured shall be enforced according to the laws of the State of Kansas.
Dated this Twenty-seventh day of August 1930.

L. H. Petefish
Emma L. Petefish.

STATE OF KANSAS,
COUNTY OF DOUGLAS, SS.

Before me, the undersigned, a Notary Public in and for said County and State on this 30 day of August 1930 personally appeared L. H. Petefish and Emma L. Petefish, his wife, known to me to be the identical persons who executed the foregoing instrument, and such persons duly acknowledged execution of the same.

My commission expires Jan. 18, 1932.

Witness my hand and notarial seal the day and year above set forth.

Legal Seal

Leta F. Kennedy
Notary Public in and for Douglas County, Kansas.

Recorded Sept. 2, 1930 A. D. at 9:05 A. M.

Edw. S. Cunningham Register of Deeds

AMORTIZATION MORTGAGE

This Indenture made this 2nd day of August 1930 between Frank L. Huster and Clara A. Huster, 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 Five Thousand (\$5000.00) Dollars in hand paid, by the 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: East Half (24) of Southeast Quarter (SE2) of Section Twenty-three; West half (W2) of Southwest Quarter (SW2) of Section Twenty-four (24) and Northwest Quarter (NW2) of Section Twenty-five (25) Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Principal Meridian;

Containing in all 320 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 \$5000.00 with interest at the rate of five and one-half 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 sixty-five semi-annual installments of \$75.00 each and a final installment of \$128.44 due August 2, 1963 unless sooner matured by extra payments on account of principal with interest payable at the same time of each installment of principal at the rate of five and one-half per cent per annum on the balance of principal remaining unpaid on each installment payment date, pursuant to the provisions of the Federal Farm Loan Act and in accordance with amortization tables approved 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 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 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(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 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.

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