

*The following is a true and correct copy of the original instrument as filed for record in the office of the Register of Deeds of Douglas County, Kansas, on the 24th day of September, 1930, at 4:30 P. M. The instrument is a mortgage in and to the County of Douglas, State of Kansas, and is a true and correct copy of the original instrument as filed for record in the office of the Register of Deeds of Douglas County, Kansas, on the 24th day of September, 1930, at 4:30 P. M.*

It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said party of the second part, its successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay such insurance liens, expenses and attorney's fees, and all such payments with interest thereon from time of payment at the rate of ten (10) per cent per annum shall be deemed a part of the indebtedness secured by this mortgage, and may pay said taxes and assessments (irregularity in the levy or assessment thereof being expressly waived) and all such taxes and assessments with interest thereon from time of payment at the rate so made and provided for by the statutes of the State of Kansas, shall be deemed a part of the indebtedness secured by this mortgage, and all such payments of insurance premiums, liens, taxes, special assessments, expenses or attorney's fees shall be due from and payable by the parties of the first part to the party of the second part, its successors or assigns, immediately upon being paid by the party of the second part, its successors or assigns; but the effecting of such insurance or payment of any such taxes, assessments, liens or expenses by the party of the second part shall not be deemed a waiver of the second party's right to exercise the option hereinafter provided to declare all of the indebtedness secured hereby due and collectible.

And it is agreed that in case default shall be made in the payment of any installment of said note or of the interest thereon when due, or in the payments of any insurance premiums, taxes or special assessments, 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 specified, shall at the option of the parties of the first part and be collectible at once by foreclosure or otherwise.

As additional and collateral security for the payment of said note the mortgagor hereby assigns to said mortgagee, its successors or assigns, all the right and benefits accruing to the parties of the first part under all oil gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage.

Provided, however, that said party of the second part, its successors or assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor, except as to sums actually collected by it or them and that the lessees in any such leases shall account for such rights or benefits to the parties of the first part or their assigns until notified by legal holder thereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, the note, secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage.

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

John Ott Sr.  
Mary Ott

STATE OF KANSAS,  
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 24th day of Sept. A. D. 1930 before me, the undersigned, a Notary Public in and for said county and state, came John Ott and Mary Ott, his wife, who are personally known to me to be the same persons who executed the foregoing mortgage deed and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my official seal on the day and year last above written.

Legal Seal

My commission expires on the 15 th day of Dec. 1930.

C. E. Cory Notary Public

Recorded Sept. 24, 1930 A. D. at 4:30 P. M.

*Chas. E. Cory* Register of Deeds

#### MORTGAGE

This Indenture made this 19th day of September 1930 between Howard W. Sanford and Sadie M. Sanford, 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 Four Thousand (\$4000.00) Dollars in hand paid, by the party of the second part, receipt of which is hereby acknowledged, he(-s) 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: The Southwest Quarter (SW<sup>1</sup>) of Section Thirty-three (33) in Township Eleven (11) South, Range Eighteen (18) East of the Sixth Principal Meridian; Containing 150 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 warrants 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 offices in the City of Wichita, Kansas, of the sum of \$4000.00 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 68 equal semi-annual payments and a 69th 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.

*The within mortgage has been fully satisfied and is hereby released this 1st day of May 1970.*  
*The Federal Land Bank of Wichita*  
*a Corporation*  
*(By S.H. Allen, Vice President)*  
*(Corp. Seal)*

RECEIVED  
on the  
19th day of  
Sept. 1930  
at 4:30 P. M.  
by  
*John Ott Sr.*  
Notary Public