MORTGAGE RECORD No. 77

second part, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either assessments of every nature which are or may be assessed against such and appurchances, or either of then, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sun, shall immediately become due and payable; and said taxes and assessments of every nature so paid shall be an additional lien against said mortgage premises secured by this mortgage; and in the event it becomes necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said

AD the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the larful owners of the premises above granted, and seized of a good and indefensible estate of inheritance therein, free and clear of all incumbrances, and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, his heirs and assigns forever, egainst the lasful claims of all persons whomsoever.

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

Executed and delivered in presence of Blake A. Williamson

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This Release was written on the original Mor tgage . entered this _____datered

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Druery R. Thorn M. D. Nelle F. Thorn (SEAL) (STAT.)

STATE OF KANSAS, COUNTY OF WYANDOTTE, SS.

BE IT REMEMBERED, that on this 15th day of June, A. D. 1932, before me, the undersigned, a Notary Public in and for said County and State, came Druery R. Thorn, and Nelle F. Thorn, his wife, who are personally known to me to be the identical persons described in, and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed. IN TESTIMONY WHERDE, I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.

Legal Seal My commission expires April 16, 1936 Blake A. Williamson Notary Public

Qui C. Comprend_Register of Deeds

Recorded September 1", A. D. 1932 at 9:30 A. M.

**************** THE FEDERAL LAND BANK OF WICHITA AGREEMENT FOR SALE OF REAL ESTATE

THIS AGRETAINT, Made and entered into this 12th day of November, 1931, by and between THE FEDERAL LAND BANK OF WICHITA, Wichta, Karsas, a corporation, party of the first part, and John W. Gentry of Ottawa, Kansas, party (y-ies) of the second part. WINNESSITH, That party of the first part, for and in consideration of the sum of \$5,750.00 pluss interest as herein provided, to it in hand to be paid as hereinafter provided, and in consideration of the mutual covenants and conditions herein contained, hereby contracts and agrees to sell to part (y-ies) of the second part all of its title to and interest in the following described real estate stimuted to the County of Doubles, and State of Wannas, to with:

(y-les) of the second part all of its file to and interest in the following described feel event situated in the County of Douglas, and State of Kansas, to-mit: The Northmest Quarter (NRA) of Section Twenty-six (26), in Township Fourteen (14) South Range Mineteen (19) East of the Sixth Principal Meridian, containing 160 acres of land, more or less,

Range Nineteen (19) East of the Sixth Principal Meridian, containing 160 acres of land, more or less, according to the Government survey thereof. Party of the first part agrees to deliver to part (y-ies) of the second part for examination abstract(s) of title to said real estate within thirty days from the date of this agreement, as herein-before set forth, or as soon thereafter as party of the first part may have said abstract(s) received and delivered to part (y-ies) of the second part. Part (y-ies) of the second part agrees to examine said abstract(s), and to notify party of the first part in writing within thirty days after the receipt of said abstracts) and to notify party of the first part is to make the title to said real said abstract(s), and to notify party of the first part in writing within thirty days ofter the receipt of said abstractor of as to such requirements as must be compiled with to make the first part is to have a reasonable time thereafter to comply with such requirements. If said title as disclosed by said abstract(s) be not merchantable and if party of the first part fails to comply with such requirements as may be necessary to make said title merchantable within the time and in the manner herein specified, then party of the first part agrees to refund to part (y-ies) of the second part the cash payment of \$1,000.00, hereinafter referred to, without interest, whereupon the rights of each of the parts and effect. Part (y-ies) of the second part agree to pay to party of the first part said full consideration for the sale of said real estate in the following manner, to-wit; the sum of \$1,000.00 cash upon the execution of this agreement, the receipt whereof is hereby acknowledged by the party of the first part \$200.00 on or before the lst day of March, 1932, five additional payments of \$250.00 each, the first part interest on the unpaid balance of the purchase price for the sale of said real estate at the rate of sin before the first day of each Warch thereaf for. It is further agreed by and between the parties to continue until the execution of the part end for. It is further agreed by and between the parties that all deferred cash payments of principal and, or interest provided for under the terms of this contract, and/ or under the terms of principal and or interest provided for here in a sum and then due, shall bear simple interest from the due dates there at the rate of eight per cent per annum until paid; that in the event that part (y-ies) of the second part shall fail to pay any taxes or assessments which said part (y-ies) of the second at the rate of eight per cent per annum until paid; that in the event that part (y-ies) of the second as herein providedfor, party of the first part may make such payments o

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