

MORTGAGE RECORD No. 79

inoperative and of no further force and effect.

If the lands hereby conveyed shall ever, during the life of this mortgage, become included within the boundaries of any irrigation, drainage or other special assessment district and/or become subject to and liable for special assessments of any kind, for the payment of which said lands are not liable at the date of the execution of this mortgage, then the whole of the indebtedness hereby secured shall, at the option of the mortgagee, become due and payable forthwith.

If at any time, during the life of this mortgage, the premises conveyed hereby shall, in the opinion of the mortgagee, become insufficient to secure the payment to the mortgagee of the indebtedness then remaining unpaid, by reason of an insufficient water supply, inadequate drainage, improper irrigation or erosion, then said mortgagee shall have the right, at its option, to declare the unpaid balance of the indebtedness secured hereby due and payable and to forthwith foreclose this mortgage.

In the event of foreclosure of this mortgage, the mortgagee shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein and collect the rents, issues and profits thereof; the amounts so collected by such receiver to be applied under the direction of the court to the payment of any judgment rendered or amount found due under this mortgage.

If any of the payments of the above described note(s) be not paid when due, or if the mortgagor shall permit any taxes or assessments on said lands to become delinquent, or fail to keep the buildings and improvements insured as herein provided, or apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or shall fail to keep and perform all and singular the covenants, conditions and agreements herein contained, then the whole of the indebtedness secured hereby, at the option of the mortgagee, shall become immediately due and payable and bear interest from such date at the rate of eight per cent per annum, and this mortgage subject to foreclosure.

At any payment period after five years from the date hereof, the mortgagor shall have the privilege of paying any number of unamortized principal payments of the debt hereby secured. Such additional payments shall not operate to abate or reduce thereafter the periodical payments of principal and interest as herein contracted to be made, but shall operate to sooner retire and discharge the loan.

It is agreed that all of the abstracts of title to the said real estate above described, which have heretofore been delivered by the mortgagor to the mortgagee herein, shall be retained by said mortgagee until the indebtedness secured hereby shall have been paid and discharged in full, and in the event the title to said real estate is conveyed by the mortgagor to the mortgagee in satisfaction of the mortgage indebtedness, said abstracts shall thereupon become and be the property of the mortgagee, or in the event of foreclosure of this mortgage, the title to said abstracts shall pass to the purchaser at the Sheriff's or Master's sale, upon expiration of the redemption period provided by law.

Now if the said mortgagor shall pay, when due, all payments provided for in said note(s), and reimburse said mortgagee for all sums advanced hereunder, and shall perform all of the other covenants and conditions herein set forth, then this mortgage shall be void, otherwise to be and remain in full force and effect.

The said mortgagor hereby waives notice of election to declare the whole debt due as herein provided, and also the benefit of all stay, valuation, homestead and appraisal laws.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the mortgagor has hereunto set his hand and seal the day and year first above written.

Josie P. McKinney

State of Kansas)
County of Douglas) SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 10 day of January, 1934, personally appeared Josie P. McKinney, a widow to me personally known and known to me to be the identical person who executed the within and foregoing instrument and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

Legal Seal
My Commission expires November 15, 1937

C. C. Gerstenberger
Notary Public.

Recorded January 13th, A. D. 1934 at 2:50 P. M.

W. E. C. C. Gerstenberger Register of Deeds

Appl. 88207-16358-Kansas

AMORTIZATION MORTGAGE

Loan No. _____

THIS INDENTURE, Made this 1st day of January, 1934, between Josie P. McKinney, a widow, of the County of Douglas, and State of Kansas, hereinafter called the Mortgagor, whether one or more, and the Land Bank Commissioner, with offices in the City of Wichita, Kansas, acting pursuant to Part 3 of the act of Congress known as the Emergency Farm Mortgage Act of 1933, hereinafter called the Mortgagee.

WITNESSETH: That said Mortgagor, for and in consideration of the sum of SIX HUNDRED and no/100 (\$600.00) DOLLARS, in hand paid by the Mortgagee, receipt of which is hereby acknowledged, has granted, bargained and sold, and does by these presents grant, bargain, sell and convey to said Mortgagee, all of the following described real estate situate in the County of Douglas, and State of Kansas, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) of Section Twelve (12), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian, EXCEPT that portion of said Southeast Quarter (SE $\frac{1}{4}$) of S Southeast Quarter (SE $\frac{1}{4}$) which lies Northwest of the Wakarusa Creek;

All that portion of the Northeast Quarter (NE $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) of Section Twelve (12), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian, lying East and South of the Wakarusa river;

All that portion of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twelve (12), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian, lying East of the Wakarusa River; and