

# MORTGAGE RECORD No. 79

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A tract of land described as follows: Beginning at the Northeast corner of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Thirteen (13), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian; thence South on the Section line to the middle of the Little Wakarusa Creek; thence down westerly with its meanderings in the center thereof to the Wakarusa River; thence down said stream to the North line of said Section; thence East on said Section line to the starting point,

and containing in all seventy-seven (77) acres, more or less, and according to the U. S. Government Survey thereof.

Together with all privileges, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, including all water, irrigation and drainage rights of every kind and description, however evidenced or manifested, and all rights of way, apparatus and fixtures belonging to or used in connection therewith, whether owned by the Mortgagor at the date of this mortgage, or thereafter acquired.

That said above granted premises are free and clear of all liens and encumbrances whatsoever, excepting a first mortgage to the Federal Land Bank of Wichita, Kansas, in the sum of \$1,300.00, dated January 1, 1934, filed for record on the 13<sup>th</sup> day of January, 1934, at 2:50 P. M., recorded in Book 79 Page 70 of the records in the office of the Register of Deeds, Douglas County, Kansas.

Provided, this mortgage is given to secure the payment by the Mortgagor to the Mortgagee, at his offices in the City of Wichita, Kansas, of the sum of \$600.00, evidenced by a certain promissory note of even date herewith, executed by the Mortgagor to the Mortgagee, conditioned for the payment of said sum, with interest on said principal or unpaid balance thereof at the rate of five per centum per annum, payable semi-annually on the 1st day of July and January in each year; said principal sum being payable on an amortization plan and in twenty (20) equal, successive semi-annual installments of \$30.00 each, the first installment being payable on the 1st day of July, 1937, and the remaining installments being payable on each succeeding interest payment date, to and including the 1st day of January, 1947; Mortgagor to have the privilege, of paying at any time one or more installments of principal, or the entire unpaid balance of said principal sum, such additional principal payments, if made, operating to discharge the debt secured hereby at an earlier date and not reducing the amount or deferring the due date of the next payable installment of principal.

The Mortgagor does hereby covenant and agree with the Mortgagee, as follows:

1. To be now lawfully seized of the fee simple title to all of said above described real estate; to have good right to sell and convey the same; that the same is free from all encumbrances excepting such encumbrances as are specifically described and set out herein; and to warrant and defend the title thereto against the lawful claims or demands of all persons whatsoever.
2. To pay when due all payments provided for in the note secured hereby.
3. To make return of said real estate for taxation, when so required by law; to pay before they become delinquent all taxes, charges and assessments legally levied against the property herein conveyed; and to exhibit to Mortgagee receipts, or certified copies thereof, evidencing such payment.
4. To pay at all times during the existence of this mortgage all due sums and interest on any mortgage, judgment, lien or encumbrance senior to the lien of this mortgage; to pay the principal debt secured by such mortgage, judgment, lien or encumbrance when due; to exhibit to Mortgagee receipts, or certified copies thereof, evidencing such payment; and to perform all other covenants and conditions contained in any such mortgage, judgment, lien or encumbrance senior to the lien of this mortgage.
5. To insure and keep insured all buildings and other improvements now on, or which may hereafter be placed on said premises, against loss or damage by fire and/or tornado, in such manner, in such companies and for such amounts as may be satisfactory to the Mortgagee; the policy(ies) evidencing such insurance coverage to be deposited with and loss thereunder to be payable to the Mortgagee as his interest may appear. Any sum so received by Mortgagee in settlement of an insured loss may be applied at the option of Mortgagee to discharge any portion of the indebtedness secured hereby, whether or not the same be due and payable, or to the reconstruction of the buildings and improvements so destroyed or damaged.
6. To expend the whole of the loan secured hereby solely for the purposes set forth in the Mortgagor's written application for said loan.
7. Not to permit, either wilfully or by neglect, any unreasonable depreciation in the value of said premises or the buildings and improvements situated thereon, but to keep the same in good repair at all times; to maintain and work the above mentioned premises in good and husbandlike manner; not to permit said buildings to become vacant or unoccupied; not to remove or demolish or permit the removal or demolition of any of said buildings or improvements situated upon said premises; not to permit or suffer any strip or waste to be committed upon said premises; not to cut or remove or permit the cutting or removal of any wood or timber therefrom, excepting such as may be necessary for ordinary domestic purposes; and not to permit said real estate to depreciate in value because of erosion, insufficient water supply, inadequate drainage, improper irrigation, or for any reason arising out of the irrigation or drainage of said lands.
8. To reimburse the Mortgagee for all costs and expenses incurred by him in any suit to foreclose this mortgage, or in any suit in which the Mortgagee may be obliged to defend or protect his rights or liens acquired hereunder, including all abstract fees, court costs, a reasonable attorney fee where allowed by law, and other expenses; and such sums shall be added to and become a part of the debt secured hereby and included in any decree of foreclosure.
9. That all checks or drafts delivered to the Mortgagee for the purpose of paying any sum or sums secured hereby will be paid upon presentment; and that all agencies used in making collections thereof, including those agencies transmitting the proceeds of such items to the Mortgagee, shall be considered agents of the Mortgagor.

This mortgage is made to the Mortgagee as the Land Bank Commissioner acting pursuant to Part 3 of the act of Congress known as the Emergency Farm Mortgage Act of 1933 (and any amendments thereto), and is hereby agreed to be in all respects subject to and governed by the terms and provisions thereof.

The Mortgagor in the written application for loan hereby secured made certain representations to the Mortgagee as to the purpose or purposes for which the proceeds of this loan are to be used. Such representations are hereby specifically referred to and made a part of this mortgage.

In the event the Mortgagor shall fail to pay when due any taxes or assessments against the security or fail to pay at all times during the existence of this mortgage, all due sums and interest on any mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or fail to pay the principal debt secured by such mortgage, judgment, lien or encumbrance when due, or fail to perform all other covenants and conditions contained in any such mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or fail to maintain insurance as herein provided for, the Mortgagee may at his option make such payments, perform such covenants and conditions, or provide such insurance, and the amount paid therefor, or incurred in connection therewith, shall become a part of the indebtedness secured by the lien of this mortgage and bear interest from the date of payment at the rate of five per centum per annum until paid.

The said Mortgagor hereby transfers, sets over and conveys to the Mortgagee all rents, royalties, bonuses and delay moneys that may from time to time become due and payable under any oil and gas or other mineral lease(s) of any kind now existing, or that may hereafter come into existence, covering

*This amount secured by this mortgage has been paid in full, and the within mortgage is hereby cancelled. The 2nd day of March, 1940 - Federal Farm Mortgage Corporation, a corporation organized under the laws of the United States of America, acting pursuant to Part 3 of the Emergency Farm Mortgage Act of 1933, on and after the 1st day of March, 1940, and after the expiration of the term of said mortgage, by the Federal Land Bank of Wichita, a corporation organized under the laws of the United States of America, acting pursuant to Part 3 of the Emergency Farm Mortgage Act of 1933, on and after the 1st day of March, 1940.*

*(Copy - Seal)*

*This release has been filed in the office of the Register of Deeds, Douglas County, Kansas, on the 1st day of March, 1940.*

*Attest: [Signature]*