

## MORTGAGE RECORD No. 79

## ASSIGNMENT

FOR VALUE RECEIVED, We hereby sell, transfer and assign to Cyrus Crane, 1900 Fidelity Bank Bldg., Kansas City, Mo., all our right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by Helen Hutchings Kinney, a widow, to The Merchants Loan and Savings Bank, which mortgage is recorded in Book 69 of Mortgages, Page 118, in the office of the Register of Deeds in Douglas County, Kansas.

IN WITNESS WHEREOF, We have hereunto set our hand this 2nd day of January 1934.

Corp. Seal

The Merchants Loan and Savings Bank,  
By F. C. Whipple  
Cashier.

STATE OF KANSAS, )  
Douglas County, ) SS.

BE IT REMEMBERED, That on this 2nd day of January A. D. 1934, before me, Leona B. Pippert, a Notary Public in and for said County and State, came F. C. Whipple, Cashier of The Merchants Loan & Savings Bank, to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal  
My Commission Expires January 14, 1935.

Leona B. Pippert  
Notary Public.

Jan. 18<sup>th</sup>, A. D. 1934 at 4:00 P. M.

*Paul C. Lawrence* Register of Deeds

## AMORTIZATION MORTGAGE

Loan No. \_\_\_\_\_

THIS INDENTURE, made this 8th day of January, 1934, between Louis M. Churchbaugh and Anna Churchbaugh, his wife, of the County of Douglas, and State of Kansas, hereinafter called the mortgagor, whether one or more, and THE FEDERAL LAND BANK OF WICHITA, WICHITA, KANSAS, hereinafter called the mortgagee.

WITNESSETH: That said mortgagor, for and in consideration of the sum of THREE THOUSAND AND NO/100 (\$3,000.00) 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 North Eighty (80) acres of the Northwest Quarter (NW $\frac{1}{4}$ ), and the Southeast Quarter (SE $\frac{1}{4}$ ) of the Northwest Quarter (NW $\frac{1}{4}$ ) of Section Twenty-three (23), Township Fourteen (14) South, Range Nineteen (19) East of the Sixth (6th) Principal Meridian,

containing in all 120 acres, more or less, 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.

Provided, this mortgage is given to secure the payment by the mortgagor to the mortgagee, at its offices in the City of Wichita, State of Kansas, of the sum of \$3000.00 with interest at the rate of 5 per cent per annum, evidenced by a certain promissory note of even date herewith, executed by the mortgagor to the mortgagee, conditioned for the payment of said sum and interest on the amortization plan in 65 semi-annual installments, and a final installment of \$76.38, due on the 8th day of January, 1967, unless sooner matured by extra payments on principal, in accordance with the amortization table printed on the back of said note; which note further provides that all sums not paid when due shall bear interest from the due date to the date of payment at the rate of eight per cent per annum.

The mortgagor does hereby covenant and agree with the mortgagee, as follows:

1. To be 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 incumbrances; and to warrant and defend the title thereto against the lawful claims or demands of all persons whomsoever.
2. To pay when due all payments provided for in the note(s) secured hereby.
3. To make return of said real estate for taxation, when so required by law; and to pay before they become delinquent all taxes, charges and assessments legally levied against the property herein conveyed.
4. 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 its interest may appear. Any sums due the insured under the terms of any such policy(ies) and paid to the mortgagee in settlement of an insured loss may, at the option of the mortgagor and subject to the general regulations of the Land Bank Commissioner, be applied to the reconstruction of the destroyed improvement(s), and if not so applied may, at the option of the mortgagee, be applied in payment of any indebtedness secured by this mortgage, whether or not the same be due and payable.
5. To use the proceeds arising from the loan secured hereby solely for the purposes set forth in the mortgagor's written application for said loan.
6. Not to permit, either wilfully or by neglect, any unreasonable depreciation in the value of said premises or the buildings and improvements situate thereon, but to keep the same in good repair at all times; not to remove or permit to be removed from said premises any buildings or improvements situate thereon; not to commit or suffer waste to be committed upon the premises; not to cut or remove any timber therefrom, or permit same, excepting such as may be necessary for ordinary domestic purposes;