

MORTGAGE RECORD No. 79

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AMORTIZATION MORTGAGE (with association covenant)

Loan No. _____

THIS INDENTURE, made this 22nd day of January, 1934, between Howard H. Smith and Grace Smith, 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 FIVE THOUSAND SIX HUNDRED AND NO/100 (\$5600.00) 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 Section Seventeen (17), Township Fourteen (14) South, Range Twenty (20) East of the 6th P. M., and also the Northeast quarter (NE $\frac{1}{4}$) of Section Twenty (20), Township Fourteen (14) South, Range Twenty (20) East; except:

A tract in the Southeast corner of said Quarter Section, described as beginning at the Southeast corner of said Quarter Section; thence West 52 $\frac{1}{2}$ rods; thence North 26 rods; thence East 52 $\frac{1}{2}$ rods; thence South 26 rods to place of beginning, containing 8 $\frac{1}{2}$ acres, more or less; also excepting beginning at a point on the North line of said Quarter Section 94 rods West of the Northeast corner thereof; thence South 38 rods; thence West 12 4/13ths rods; thence North 38 rods; thence East 12 4/13ths rods to place of beginning, containing 2.92 acres, more or less; also excepting the following tract: beginning 26 rods North of the Southeast corner of said Quarter Section; thence West 52 $\frac{1}{2}$ rods; thence North 51 $\frac{1}{2}$ rods; thence East 52 $\frac{1}{2}$ rods; thence South 61 $\frac{1}{2}$ rods to place of beginning, and containing about 20 acres, more or less; also excepting the following tract: beginning at the Southwest corner of said Quarter Section; thence East 107 3/4ths rods; thence North 48 rods; thence West 107 3/4ths rods; thence South 48 rods to place of beginning, containing about 32 1/3rd acres, more or less; aggregating about 256 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 \$5600.00, with interest at the rate of 5 $\frac{1}{2}$ 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 sixty-five (65) semi-annual installments, and a final installment of \$143.85, due on the 22nd 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 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 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(y-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(y-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; and that he will not 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 and/or drainage of said lands.
7. To reimburse the mortgagee for all costs and expenses incurred by it in any suit to foreclose this mortgage, or in any suit in which the mortgagee may be obliged to defend or protect its rights or lien acquired hereunder, including all abstract fees, court costs, a reasonable attorney fee where allowed by law, and other expenses; and such sums shall be secured hereby and included in any decree of foreclosure.
8. 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 collection thereof, including those agencies transmitting the proceeds of such items to the mortgagee, shall be considered agents of the mortgagor.
9. That, whenever there are ten or more borrowers, including the mortgagor, who have obtained from the mortgagee direct loans under the provisions of section 7 of the "Federal Farm Loan Act," as amended, whose loans aggregate not less than \$20,000, and who reside in a locality which may, in the opinion of the Land Bank Commissioner, be conveniently covered by the charter of and served by a national farm loan association, mortgagor will unite with such other borrowers to form a national farm loan association. The mortgagor further covenants that, together with such other borrowers or any of them, he will organize such association subject to the requirements and conditions specified in section 7 of the "Federal Farm Loan Act," as amended, so far as the same may be applicable, and in

The amount secured by this mortgage has been paid in full, and the within mortgage is hereby cancelled, this 22nd day of Feb. 1949. The Federal Land Bank of Wichita, a corporation
By R. H. Jones Vice President

This release was written on the original mortgage entered this 22nd day of March 1949

Harold A. Bond
Vice President
Federal Land Bank of Wichita
Secretary