

MORTGAGE RECORD 83

437

Signed and acknowledged in the presence of:
 Harry C. Coleop
 Ann Macon Foster
 Witnesses

John M. Carmody
 As Administrator of the
 Rural Electrification Administration

DISTRICT OF COLUMBIA) SS

On this 1st day of June, 1938, before me, a notary public in and for the District of Columbia, personally appeared John M. Carmody, to me personally known to be the person whose name is subscribed to the foregoing instrument, who being by me duly sworn did say that he is the Administrator of the Rural Electrification Administration of United States of America, that as such he is duly authorized by law to execute the foregoing instrument, and that he executed the same on the date thereof on behalf of United States of America as Administrator of the Rural Electrification Administration for the consideration and purposes therein expressed and the said John J. Carmody acknowledged the execution of said instrument to be his free act and deed and the free act and deed of United States of America.

Witness my hand and official seal.

(SEAL) My Commission expires April 11, 1939.

Dorothy M. Walton
 Notary Public, District of Columbia

Recorded August 8, 1938 at 11:30 A.M.

Harold A. Buck

Register of Deeds.

Receiving No. 6609 ✓

Reg. No. 1584
 Fee Paid \$2.75

MORTGAGE

THIS INDENTURE Made this 20th day of July in the year of our Lord nineteen hundred and Thirty-Eight by and between EARL A. TORNESEN and Olga O. Torneden, his wife, of the County of Douglas and State of Kansas, parties of the first part and THE CENTRAL TRUST COMPANY, party of the second part: Witnesseth, That the said parties of the first part, in consideration of the sum of ELEVEN HUNDRED DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Beginning at a point 65 feet south of the Northwest corner of Park Lot Number 29, thence east 100 feet to the East line of Park Lot Number 27, thence south 40 feet, thence west 100 feet, thence north 40 feet to the point of beginning, in the City of Lawrence,

To Have and to Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that they are the lawful owners of the premises above granted, and seized of a good and indefeasible 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, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following agreements, covenants and conditions to-wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of ELEVEN HUNDRED DOLLARS, according to the terms of One certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable as follows:

August 1 1939	\$100.00	August 1 1942	\$100.00
August 1 1940	\$100.00	August 1 1943	\$100.00
August 1 1941	\$100.00	August 1 1944	\$600.00

to the order of the said party of the second part with interest thereon according to the terms of said note; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at GUARANTY TRUST COMPANY, New York, N.Y., or at such other place as the legal holder of the principal note may in writing designate, and said note bearing ten per cent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of \$1,100, Fire and \$1,100 Tornado DOLLARS, in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together: and not in parcels.

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by recover or otherwise, as it may elect.

FIFTH. That the parties of the first part hereby agree to pay all taxes and assessments, general or special, excepting only the Federal Income Tax, which may be assessed in the State of Kansas upon the said land, premises or property, or upon the interest of the party of the second part therein, and while this Mortgage is held by a non-resident of the State of Kansas upon this Mortgage or the debt secured thereby, or the interest thereon or income therefrom; without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof, upon the party of the second part, and that upon violation of this undertaking or the passage by the State of Kansas of a law imposing payment of the whole or any portion of any of the taxes aforesaid upon the party of the

for Assignment of sec. 1584 & 3 pages + 38
 The Amount Secured by this mortgage has been paid in full, and the same is hereby cancelled, that the original mortgage be returned to the Mortgagor, and the original of this assignment be returned to the Assignor.
 W. F. M. Allen
 (Conf. S. D.)
 Notary Public
 State of Kansas