

MORTGAGE RECORD 83

STATE OF KANSAS } ss.
COUNTY OF SEDGWICK }

Before me, the undersigned, a Notary Public in and for said County and State, on this 7 day of June, 1939, personally appeared W. E. Fisher, to me personally known and known to me to be the identical person who, as Vice-President of said Bank, subscribed the names of The Federal Land Bank of Wichita, Wichita, Kansas, a corporation (as Agent and Attorney-in-Fact) and the Federal Farm Mortgage Corporation, a corporation, to the foregoing instrument, and he being by me duly sworn, did say that he is such officer and that the seal affixed to such instrument is the corporate seal of said Bank, and that the same was signed and sealed in behalf of said Bank, as agent and attorney-in-fact for the Federal Farm Mortgage Corporation (under and by virtue of that certain power of attorney which is recorded in Book 132 Deeds at Page 289 of the records of Douglas County, Kansas), and was signed in behalf of the Federal Farm Mortgage Corporation by said Bank, as agent and attorney-in-fact therefor, all by authority of the Board of Directors of said Bank, and he acknowledged to me that the foregoing instrument was executed by him as his free and voluntary act and deed and as the several free and voluntary acts and deeds of said Bank (as agent and attorney-in-fact) and the Federal Farm Mortgage Corporation, all for the uses and purposes set forth and specified therein.

WITNESS my hand and seal the day and year last above written.

Lois Howard
Notary Public.

(SEAL) My commission expires: 4-1-42

Recorded June 12, 1939 at 11:40 A. M.

Harold A. Phipps Register of Deeds.

Reg. No. 1908 <
Fee Paid \$1.50

Receiving No. 7937 <

REAL ESTATE MORTGAGE

THIS INDENTURE, Made this 23rd day of May, in the year of our Lord one thousand nine hundred thirty-nine, between Chester A. Hemphill and Cleve M. Hemphill, his wife, in the county of Douglas and State of Kansas, of the first part, and The Liberty Life Insurance Company, of Topeka, Shawnee County, Kansas, of the second part.

WITNESSETH, That the said parties of the first part, in consideration of the sum of - - - - - SIX HUNDRED FIFTY and 00/100 - - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents, do grant, bargain, sell and mortgage to the said party of the second part, its successors and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Levee Lots Numbered Twenty-one (21), Twenty-two (22), and Twenty-three (23), less the south fifty (50) feet thereof, in the City of Lawrence, in Douglas County, Kansas,

with the appurtenances, and all the estate, title and interest of the parties of the first part therein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof 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 against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of SIX HUNDRED FIFTY and 00/100 - - - DOLLARS, according to the terms of one certain promissory note this day executed by the said parties of the first part to the said party of the second part, said note being given for the sum of - - - SIX HUNDRED FIFTY AND 00/100 - - - DOLLARS, dated May 23, 1939, due and payable according to the terms thereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of - - - SIX HUNDRED FIFTY and 00/100 DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance immediately shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall become immediately due and payable, or not, without notice, at the option of the party of the second part; and it shall be lawful for the party of the second part, its successors or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law - appraisalment hereby waived or not, at the option of the party of the second part, its successors or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said parties of the first part, their heirs or assigns.

The parties of the first part further hereby transfer, set over and convey to the party of the second part, its successors or assigns, forever, 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) or conveyances of any kind, now existing or that may hereafter come into existence, covering the above-described land, or any portion thereof, and said parties of the first part, agree to execute, acknowledge and deliver to the party of the second part such deeds, assignments or other instruments as the party of the second part may now or hereafter require in order to facilitate the payment to him of said rents, royalties, bonuses, and delay moneys. All such sums so received by the party of the second part shall be applied: first, to the payment of matured installments of either principal or interest due upon the note(s) secured hereby, or to the reimbursement of the party of the second part for any sums advanced in payment of taxes, insurance premiums, or other assessments, as herein provided, together with the interest due thereon, or to any or all of them as second party may elect; and second, the balance, if any, upon the principal remaining unpaid; or said party of the second part may, at its option, turn over and deliver to the then owner of said lands, either in whole or in part, any or all such sums, without prejudice to its rights to take and retain any future sum or sums, and without prejudice to any of its other rights under this mortgage. The transfer and conveyance hereunder or by separate instrument

Assigned to G. H. Phipps

On Release of Mortgage do Book 135 page 617