

MORTGAGE RECORD 85

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 in 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 receiver 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, which may be assessed upon the said land, premises or property, or upon the interest of the party of the second part therein. The parties of the first part further agree not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, nor to permit the said property or any part thereof, or any interest therein, to be sold for taxes, and further agree to furnish annually to the party of the second part, on or before the tenth day of July the certificate of the proper authority, showing full payment of all such taxes and assessments.

SIXTH. That the parties hereto further agree that all the covenants and agreements of the parties of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

SEVENTH. As additional and collateral security for the payment of the said note the mortgagors hereby assign to said mortgage, its successors and assigns, all the rights, rents, royalties and benefits accruing to the parties of the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however, that said party of the second part, its successors and assigns, shall be chargeable with no responsibility with reference to such rights, rents, royalties and benefits nor be accountable therefor except as to sums actually collected by it or them, and that the lessees in any such leases shall account for such rights, rents, royalties or benefits to the party of the first part or his assigns until notified by legal holder hereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, the note secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage without notice.

EIGHTH. That if such payments be made as are herein specified, this conveyance shall be void; but if the note herein described, or any part of the indebtedness secured by this Mortgage or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, then this conveyance shall become absolute and the whole of said principal note shall immediately become due and payable at the option of the party of the second part, and no failure of the party of the second part to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to any past, present or future default hereunder; and in case of default of payment of any sum herein covenanted to be paid when due, the said first part agrees to pay to the said second party interest at the rate of ten percent per annum, computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

NINTH. The terms, conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors and assigns, and words used in the singular number shall include the plural and words in the plural shall include the singular.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

TESTIMONY OF THE FIRST PRESBYTERIAN CHURCH, Lawrence, Kansas.
BY Ollen C. Langston.

PRESIDENT.
C.R. Holmes
SECRETARY.

(CORP. SEAL)

STATE OF KANSAS, DOUGLAS COUNTY, ss.

BE IT REMEMBERED, That on this 20th day of December A.D. 1939, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came OLLEN C. LANGSTON AND C. R. HOLMES to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(SEAL) (Commission expires APRIL 27 1940)

Edwin A Fritz
Notary Public.

Recorded December 27, 1939 at 9:15 A.M.

Handwritten Signature Register of Deeds

Receiving No. 9238

REAMORTIZATION AGREEMENT

THIS AGREEMENT, made this 4 day of December, 1939, by Roger E. Stanley and Katherine A. Stanley, also known as Katherine Stanley, his wife, as party of the first part, whether one or more, and the Federal Farm Mortgage Corporation, a corporation organized and existing under the laws of the United States, whose principal office is located in the District of Columbia, and with a branch office in the City of Wichita, Kansas, as party of the second part.

WITNESSETH, that whereas, on the 1 day of October, 1934, there was executed and delivered to the Land Bank Commissioner, with offices in the City of Wichita, Kansas, acting pursuant to Part 3 of the Emergency Farm Mortgage Act of 1933, as amended, a certain promissory note in the principal sum of \$5500.00, payable upon an amortization plan in 20 equal successive semi-annual installments, with interest at the rate of five per cent per annum, payable semi-annually, and, to secure the payment of said note, a certain mortgage recorded in Book 61 of Mortgages at Page 661 of the records of the County of Douglas, State of Kansas, on certain property described in said mortgage and situated in said County and State, and constituting a lien thereon, excepting such part thereof as may have heretofore been released from the lien of said mortgage by a duly recorded release executed by the Federal Farm Mortgage Corporation; and,

WHEREAS, under the terms and provisions of said note and mortgage, which are now owned by party of the second part, the indebtedness remaining unpaid as of the 1 day of December, 1939, was \$5330.84; and,

WHEREAS, party of the first part desires to reamortize and to change the times and manner provided for the payment of said indebtedness so that the same may be paid at the times and in the manner herein after set forth;

NOW, THEREFORE, it is mutually agreed that from and after the date last mentioned above, payment of said indebtedness shall be made on the amortization plan in 37 successive semi-annual principal payments of \$137.50 each, payable on the 1 day of June and December in each year, and a final principal payment of \$243.34 payable on the 1 day of December, 1958, unless said indebtedness be sooner paid or matured as in said note and mortgage provided, with interest on said indebtedness, or any unpaid part or portion

*Release
bound by this mortgage loan being paid in full and the
same is hereby cancelled, this 27th day of March 1940
(Signed) The State of Kansas by its Governor
and the County of Douglas by its Recorder*

This release
was written
on the original
mortgage

entered
this 27th day
of March
1940

Rea. of Deeds

Handwritten Signature

Handwritten Signature

Handwritten Signature