

MORTGAGE RECORD 88

7. That if the Mortgagor fails to make any payment provided for in this mortgage for taxes, insurance, premiums, repair of the premises, or the like, then the Mortgagee may pay the same and all sums so advanced, with interest thereon at eight per centum (8%) per annum from the date of such advance, shall be payable on demand and shall be secured hereby.

8. That if there shall be a default in any of the terms, conditions, or covenants of this mortgage, or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues, and profits thereof. In the event of any default, as herein described, or should the Mortgagor become indebted to said Mortgagee in a sum equal to the gross amount of the payments, interest, and other charges for a period of six months, this mortgage may be foreclosed. Appraisement is hereby waived.

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In Witness Whereof the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

R. P. Wellborn
Marjorie E. Wellborn

STATE OF KANSAS } ss
COUNTY OF Osage }

BE IT REMEMBERED, that on this 16 day of March, 1942, before me, the undersigned a Notary Public in and for the County and State aforesaid, personally appeared R. P. Wellborn and Marjorie E. Wellborn, his wife, to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

R. E. Rodgers

(SEAL) My Commission expires June 1, 1944

Notary Public

Recorded March 18, 1942 at 9:40 A. M.

Harold A. Beck Register of Deeds

Receiving No. 13407

UNITED STATES DEPARTMENT OF AGRICULTURE
Farm Security Administration

REAL ESTATE MORTGAGE FOR KANSAS

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned WILLIAM N. ALLISON and MABEL F. ALLISON, husband and wife of the County of Douglas, State of Kansas, hereinafter called Mortgagor, has become justly indebted to the United States of America, acting by and through the Secretary of Agriculture, pursuant to the provisions of Title I of the Bankhead-Jones Farm Tenant Act, hereinafter called Mortgagee, as evidenced by one certain promissory note dated the 5th day of March, 1942, for the principal sum of Eight Thousand Eight Hundred Eighty-four and no/100 --Dollars (\$8,884.00), with interest at the rate of three per cent (3%) per annum, principal and interest payable and amortized in installments as therein provided; and

WHEREAS, Mortgagor is desirous of securing the prompt payment of said note, and the several installments of principal and interest at maturity, and any extension or renewal thereof, and any agreement supplementary thereto, and any additional indebtedness accruing to Mortgagee on account of any future advances or expenditures made as hereinafter provided, and the performance of each and every covenant and agreement of Mortgagor herein contained:

NOW, THEREFORE, in consideration of the said indebtedness and to secure the prompt payment thereof, as the same matures, or becomes due, and of any extension or renewal thereof, or of any agreement supplementary thereto, and to secure the performance of each and every covenant and agreement of Mortgagor herein contained, Mortgagor does hereby and with these presents mortgage and warrant unto Mortgagee the following described real estate situated in the County of Douglas, State of Kansas, to-wit:

Beginning at the center quarter corner of SECTION EIGHT (8), Township Fifteen (15), South, Range Twenty (20), East of the Sixth Principal Meridian, thence South 990 feet along the East line of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Eight (8); thence North 89°19' West 1209.36 feet to the East line of the railroad right of way now owned and operated by the Atchison, Topeka and Santa Fe Railroad Company; thence North 30°31' East 1141.18 feet along the East line of said railroad right of way; thence South 89°19' East 625.86 feet to the place of beginning, containing 24 acres, more or less:

Also the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of SECTION EIGHT (8), Township Fifteen (15) South, Range Twenty (20), East of the Sixth Principal Meridian, less the railroad right of way now owned and operated by the Atchison, Topeka and Santa Fe Railroad Company, embracing a strip of land 100 feet in width, the center line of which right of way begins at a point 687.5 feet North 89°15' West of the center quarter corner of said Section Eight (8), and thence goes North 30°31' East 1353.78 feet intersecting the East line of said Northwest Quarter (NW $\frac{1}{4}$) of said Section Eight (8), at a point 1174.41 feet North of the center quarter corner of said Section Eight (8); also less a tract of land described as beginning 693 feet North of the center quarter corner of said Section Eight (8), thence West to the East line of said railroad right of way; thence Northwesterly along the East line of said railroad right of way to the East line of the Northwest Quarter (NW $\frac{1}{4}$) of said Section Eight (8); thence South to the point of beginning;

Also the North Half of the Southeast Quarter (N $\frac{1}{2}$ SE $\frac{1}{4}$) of SECTION EIGHT (8), Township Fifteen (15), South, Range Twenty (20), East of the Sixth Principal Meridian, less one (1) acre for school out of the Northwest corner of said tract, granted to School District No. 87 by instrument dated October 10, 1903, recorded in Book 74, Page 265, and less the South Half of Subdivision Nine (9) vacated Prairie City out of the Southwest corner of said tract;

Also the South Fifty (50) acres of the East Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) of SECTION EIGHT (8), Township Fifteen (15), South, Range Twenty (20), East of the Sixth Principal Meridian, less the railroad right of way of the Atchison, Topeka and Santa Fe Railway Company across the Northwest corner of said tract and

Mortgagors grant, bargain, sell and convey unto Mortgagee all of Mortgagors' right, title and interest in and to the railroad rights of way and in and to the tract of land conveyed for school purposes referred to above

being the same land that was conveyed to the Mortgagors as joint tenants by a certain deed made by O. L. Haile and Cora E. Haile, husband and wife, Dated March 18, 1942, and recorded in Book 145 Page 201

for Release See Book 116 - Page 420