MORTGAGE RECORD 88

comply with any or either of the conditions or agreements herein contained, then this conveyance shall be and remain in full force and effect, and become absolute, and the whole of the debt hereby secured shall immediate ly become due and payable, at the option of the legal holder of said Bond, without notice, and this mortgage may be immediately foreclosed, and said premises sold for the payment of the full amount of said indebtedness, principal and interest, and costs. IT IS AGREED, That in case said parties of the first part fails to pay said taxes and assessments when due

IT IS AGREED, That in case said parties of the first part fails to pay said taxes and assessments when due, if or fail to keep said buildings insured as herein agreed, the holder of said Eond may elect to pay such taxes and assessments and insure said buildings, and the sums paid therefor shall bear interest at the rate of ten per cent per annum from the time of payment, and be a lien on said premises secured by this mortgage, and collected in the same manner as said principal sum; but notwithstanding such election, said Bond shall immediately become due and payable, at the option of the legal holder thereof, without notice, as provided in said Bond. IT IS AGREED, That the holder of said Bond shall have the right to collect any and all sums of money that may at any time become payable on any policy of insurance assigned as aforesaid as collateral security, and the payment of said Bond and interest. or may elect to have the buildings on said premises remained to new

the payment of said Bond and interest, or may elect to have the buildings on said premises repaired or new buildings erected thereon, or may deliver any such policy to said parties of the first part, and require them to collect the same at their own risk and expense, and apply the proceeds thereof to the payment of said Bond and interest.

IT IS AGREED, That after the conditions of this mortgage are broken, the holder of said Bond shall be entitled to the immediate possession of said premises, and the rents, issues and profits thereof, to be collec by a duly appointed receiver, or otherwise.

APPRAISEMENT WAIVED. IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Jacob Henry Montfoort Bessie F. Montfoort

State of Kansas, ^County of Shawnee SS. BE IT REMEMBERED, That on this 8th day of September, A. D. 1942 before me, the undersigned, a notary publin and for said County and State, came Jacob Henry Montfoort and Bessie ⁴. Montfoort, his wife who are persona known to me to be the same persons who executed the foregoing instrument of writing, and such person have duly acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal, on the day and year last

above written.

A. K. Meynolds Notary public

(SEAL) (Commission expires Jan 17, 1946 Recorded September 9, 1942 at 9:45 P.M.

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UNITED STATES DEPARTMENT OF AGRICULTURE Farm Security Administration HEAL ESTATE MORTGAGE FOR KANSAS

KNOW ALL MEN BY THESE PRESENTS:

KNOW ALL MEN BY THESE PRESENTS: THAT WHEREAS, the undersigned LLOYD N BICSBY and DOROTHY J. BIGSBY, 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 Mortgage, as evidenced by one certain promissory note dated the 29th day of August, 1942, for the principal sum of Eight Thousand Seven Hundred Thirty and No/100 Dollars (\$8730.00), with interest at the rate of three per cent (3%) per annum, principal and interest payable and amortized in installments as therein provided; and WEREAS, Mortgagor, is designed of severing the promot newment of said note, and the covered installments

WIEREAS, 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 expenditur made as hereinafter provided, and the performance of each and every covenant and agreement of Mortgagor herein costs incl. or expenditures contained;

THEREFORE, in consideration of the said indebtedness and to secure the prompt payment thereof, NOW, 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:

The Northeast "warter of the Northeast Quarter ($NE_4^1NE_4^1$ and the East Thirty-Seven Acres of the South Half of the Northeast Quarter (E37A $S_2^1NE_4^1$) of SECTION SIX (6), and the Northwest Quarter of the Northwest Quarter ($NW_4^1NW_4^1$) of SECTION FIVE (5) all in Township Fourteen (14) South, Mange Eighteen (18), Mast of the Sixth Principal Meridian.

being the same land that was conveyed to the Mortgagers as joint tenants by a certain deed made by Pearl Thurber and Emma Thurber, husband and wife, dated Sept. 9-42, 1942, recorded in Book 145 Page 375

together with all rents and other revenues or incomes therefrom, and all and singular, the rights, easements, together with all rents and other revenues or incomes therefrom, and all and singular, the rights, easements, hereditaments, and appurtenances thereunto belonging, or in any wise incident or appertaining, and all improve-ments and personal property now or hereafter attached to or reasonably necessary to the use of the real property herein described, all of which property is sometimes hereinafter designated as "said property". TO HAVE AND TO HOLD, all and singular, saidproperty before mentioned unto Mortgagee and its assigns forever. MORTGAGOR, for himself, his heirs, executors, administrators, successors and assigns, does hereby and by these presents covenant and agree: 1. To pay, before the same shall become delinquent, all taxes assessments, levies, liabilities, obligations and encumbrances of every nature whatsoever which affect said property or the Mortgagee's rights and interests therein under this Mortgage or the indebtedness hereby secured, and promptly to deliver to Mortgagee, without demand, receipts evidencing such payments.

demand, receipts evidencing such payments. 2. Immediately upon the execution of this mortgage to provide, and thereafter continuously to maintain fire insurance policies and such other insurance policies as Mortgagee may then or from time to time require up-on the buildings and improvements now situate or hereafter constructed in or upon said Property. Said fire and other insurance policies shall be deposited with the Mortgagee and shall be with companies in amounts and mort arms and companies in amounts and

and other instrance portores shall be deposited with the Mortgagee and shall be with companies in amounts and on terms and conditions approved by Mortgagee. 3. Personally and continuously to use said property as a farm, and for no ohter purpose; at all times to maintain said property in proper repair and good condition; to commit or suffer no waste or exhaustion of said property, neither to cut nor remove any timber therefrom, nor to remove, or permit to be removed, gravel oil, gas, coal or other minerals, except such as may be necessary for ordinary domestic purpose; promptly to effect such repairs to said property as Mortgagee may require; to institute and carry out such farming practices and farm and home management plans as Mortgagee shall, from time to time, prescribe; and to make no