

DOUGLAS COUNTY

Receiving No. 19796

MORTGAGE

THIS INDENTURE, Made this 17th day of December, 1943, between IRVIN J. STONEBACK, a single man, of the County of Douglas, and State of Kansas, hereinafter called the mortgagor, whether one or more, and THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas, a corporation, hereinafter called the mortgagee.

WITNESSETH: That said mortgagor, for and in consideration of the sum of THREE HUNDRED and No/100 (\$300.00) DOLLARS in hand paid by the mortgagee, receipt of which is hereby acknowledged, has granted, bargained and sold, and does by these presents grant, bargain, sell and convey to said mortgagee, all of the following described real estate situated in the County of Douglas, and State of Kansas, to-wit:

Northwest Quarter (NW $\frac{1}{4}$) of Section Nine (9), Township Thirteen (13) South, Range Nineteen (19) East of the Sixth Principal Meridian;
Subject to existing rights of way;
Containing 160 acres, more or less, according to the U. S. Government Survey thereof;
Subject to an outstanding undivided one-half interest in all oil, gas and other minerals and mineral rights in, upon and under said real estate, reserved by The Federal Land Bank of Wichita, Wichita, Kansas.

This release was written on the original mortgage entered this day of May, 1944.

Harold A. Bell
Reg. of Deeds
Deputy

Together with all privileges, hereditaments and appurtenances thereunto belonging, or in any wise appertaining, including all water, irrigation and drainage rights of every kind and description, however evidenced or manifested, and all rights-of-way, apparatus and fixtures belonging to or used in connection therewith, whether owned by the mortgagor at the date of this mortgage, or thereafter acquired; free and clear of all liens and incumbrances whatsoever, excepting a first mortgage in favor of The Federal Land Bank of Wichita, Wichita, Kansas, a corporation, in the sum of \$4200.00, dated December 17, 1943, filed for record on the 26 day of Jan., 1944, at 10:25 o'clock A.M., and recorded in Book 78 at Page 408 of the records of said County.

Provided, this mortgage is given to secure the payment of the mortgage to the mortgagee, at its offices in the City of Wichita, State of Kansas, of the sum of \$300.00, evidenced by a certain promissory note(s) of even date herewith, executed by the mortgagor to the mortgagee and payable as follows: ten (10) successive semiannual principal payments of \$30.00 each, payable on the 1st day of June and December in each year, the first of which shall be payable on or before June 1, 1944, and the last of which shall be payable on or before December 1, 1948, unless sooner matured by extra payments on principal; together with interest on said sum or any unpaid part or portion thereof from the date(s) and at the rate provided in said note(s). The indebtedness evidenced by said note(s) being a part of the total purchase price of \$9000.00, for the above described real estate.

The mortgagor does hereby covenant and agree with the mortgagee, as follows:

1. To be now lawfully seized of the fee simple title to all of said above described real estate; to have good right to sell and convey the same; that the same is free from all incumbrances excepting such incumbrances as are specifically described and set out herein; and to warrant and defend the title thereto against the lawful claims or demands of all persons whomsoever.
2. To pay when due all payments provided for in the note(s) secured hereby.
3. To make return of said real estate for taxation, when so required by law; and to pay before they become delinquent all taxes, charges and assessments legally levied against the property herein conveyed.
4. To pay at all times during the existence of this mortgage all due sums of principal, advancements and/or interest on any mortgage, judgment, lien or other incumbrance senior to the lien of this mortgage, and to exhibit to the mortgagee herein receipts, or certified copies thereof, evidencing such payment(s) and to perform all other covenants and conditions contained in any such senior mortgage, judgment, lien or other incumbrance.
5. To insure and keep insured all buildings and other improvements now on, or which may hereafter be placed on said premises, against loss or damage by fire, hail and/or tornado, in such form, manner, and companies and for such amounts as may be satisfactory to the mortgagee; the policy(ies) evidencing such insurance coverage to be deposited with, and loss thereunder to be payable to the mortgagee as its interest may appear. Any sums due the insured under the terms of any such policy(ies) and paid to the mortgagee in settlement of an insured loss may, at the option of the mortgagee, be used for the purpose of repairing or replacing the damaged or destroyed improvement(s), or be applied in payment of any indebtedness secured by this mortgage, whether or not the same be due and payable.
6. Not to permit, either willfully or by neglect, any unreasonable depreciation in the value of said premises or the buildings and improvements situate thereon, but to keep the same in good repair at all times; not to remove or permit to be removed from said premises any buildings or improvements situate thereon; not to commit or suffer waste to be committed upon the premises; not to cut or remove any timber therefrom, or permit same, excepting such as may be necessary for ordinary domestic purposes; and that he will not permit said real estate to depreciate in value because of erosion, insufficient water supply, inadequate drainage, improper irrigation, or for any reason arising out of the irrigation and/or drainage of said lands.
7. To reimburse the mortgagee for all costs and expenses incurred by it in any suit to foreclose this mortgage, or in any suit in which the mortgagee may be obliged to defend or protect its rights or lien acquired hereunder, including all abstract fees, court costs, a reasonable attorney fee where allowed by law, and other expenses; and such sums shall be secured hereby and included in any decree of foreclosure.
8. That all checks or drafts delivered to the mortgagee for the purpose of paying any sum or sums secured hereby will be paid upon presentation, and that all agencies used in making collection thereof, including those agencies transmitting the proceeds of such items to the mortgagee, shall be considered agents of the mortgagor.

In the event the mortgagor shall fail to pay when due any taxes or assessments against said security, or fail to pay at all times during the existence of this mortgage all due sums of principal, advancements and/or interest on any mortgage, judgment, lien or incumbrance senior to the lien of this mortgage, or fail to maintain insurance as herein provided for, the mortgagee may, at its option, make such payments or provide such insurance, and the amount(s) paid therefor shall become a part of the indebtedness secured by the lien of this mortgage and bear interest from the date(s) of payment at the rate provided for delinquent items in the note(s) secured hereby.

The said mortgagor hereby transfers, sets over and conveys to the mortgagee 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) of any kind now existing, or that may hereafter come into existence, covering the above described land, or any portion thereof, and said mortgagor agrees to execute, acknowledge and deliver to the mortgagee such deeds or other instruments as the mortgagee may now or hereafter require in order to facilitate the payment to it of said rents, royalties, bonuses and delay moneys. All such sums so received by the mortgagee shall be applied: first, to the payment of matured installments upon the note(s) secured hereby and/or to reimbursement of the mortgagee for any sums advanced in payment of taxes, insurance premiums, assessments or other items, as herein provided, together with the interest due thereon; and second, the balance, if any, upon the principal remaining unpaid, in such a manner, however, as not to abate or reduce the periodical payments but to sooner retire and discharge the loan; or said mortgagee 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 to the mortgagee of said rents, royalties, bonuses and delay moneys shall be construed to be a provision for the payment or reduction of the mortgage debt, subject to the mortgagee's option as hereinbefore provided, independent of the mortgage lien on said real estate. Upon payment in full of the mortgage debt and the release of the mortgage of record, this conveyance shall become inoperative and of no further force and effect.

If the lands hereby conveyed shall ever, during the life of this mortgage, become included within the boundaries of any irrigation, drainage or other special assessment district and/or become subject to and liable for special assessments of any kind, for the payment of which said lands are not liable at the date of the execution of this mortgage, then the whole of the indebtedness hereby secured shall, at the option of the mortgagee

Detention of Mortgage
The undersigned, being the present owner and holder of the above described mortgage, hereby certifies that the mortgage has been paid in full, and the amount thereof has been paid to the mortgagee, this 17th day of Feb. 1946, and the mortgage is hereby cancelled, this 17th day of Feb. 1946, at the request of the mortgagor, the Federal Land Bank of Wichita, a corporation, by R. H. Jones, Vice President.
(copy read)
This release was written on the original mortgage entered this day of March, 1946.
Harold A. Bell
Reg. of Deeds
Deputy