become due and payable forthwith.

If at any time during the life of this mortgage, the premises conveyed hereby shall, in the opinion of the mortgagee, become insufficient to secure the payment to the mortgagee of the indebtedness then remaining unpaid, by reason of an insufficient water supply, inadequate drainage, improper irrigation or erosion, then said mortgagee shall have the right, at its option, to declare the unpaid balance of the indebtedness secured hereby due and payable and to forthwith foreclose this mortgage.

In the event of foreclosure of this mortgage, the mortgagee shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein and collect the rents, issues and profits thereof; the amounts so collected by such receiver to be applied, where permitted by law, under the direction of the court to the payment of any judgment rendered or amount found due under this mortgage.

If any of the payments of the above described note(s) be not paid when due, or if the mortgagor shall permit any taxes or assessments on said security to become delinquent or shall 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 other incumbrance senior to the lien of this mortgage, or to perform any other covenant and/or condition thereof, or shall permit foreclosure proceedings to be instituted or execution issued thereon, or shall fail to keep the buildings and improvements insured as herein provided, or shall fail to keep and perform all and singular the covenants, conditions and agreements herein contained, then the whole of the indebtedness secured hereby, at the option of the mortgagee, shall become immediately due and payable and bear interest from such date at the rate provided in said note(s) for past due items, and this mortgage shall thereupon be subject to foreclosure.

The mortgagor shall have the privilege of making such additional payments to apply upon the principal indebtedness as are provided for in the note(s) secured hereby, but such additional payments shall not operate to reduce thereafter the periodical payments of principal and/or interest as herein contracted to be made, but shall operate to sooner retire and discharge the loan.

It is agreed that all of the abstracts of title to the real estate above described, which have heretofore been delivered by the mortgagor to the mortgagee herein, shall be retained by said mortgagee until the indebtedness secured hereby shall have been paid and discharged in full, and in the event the title to said real estate is conveyed by the mortgagor to the mortgagee in satisfaction of the mortgage indebtedness, said abstracts shall thereupon become and be the property of the mortgagee. or in event of foreclosure of this mortgage, the title to said abstracts shall pass to the purchaser at the sheriff's or master's sale, upon expiration of the redemtion period provided by law.

Now if the said mortgagor shall pay, when due, all payments provided for in said note(s) and reimburse said mortgagee for all sums advanced hereunder, and shall perform all of the other covenants and conditions herein set forth, then this mortgage shall be void, otherwise to be and remain in full force and effect.

The said mortgagor hereby waives notice of election to declare the whole debt due as herein provided, and also the benefit of all stay, valuation, homestead and appraisement laws.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the mortgagor has hereunto set his hand and seal the day and year first above written.

Irvin J. Stoneback

STATE OF KANSAS)
COUNTY OF DOUGLAS) SS

BEFORE ME, The undersigned, a Notary Public, in and for said County and State, on this 5 day of January, 1944 personally appeared IRVIN J. STONEBACK, a single man, to me personally known and known to me to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

Lorene Hollingsworth
Notary Public

(SEAL) My Commission expires 4-19-1947

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Recorded January 26, 1944 at 10:30 A.M. Harold A. Beck Register of Deeds

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Receiving No. 19801

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

For Release see Book 104 Page 353

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned LEONARD N. BAGBY and ADA BAGBY, husband and wife, of the County of Douglas, State of Kansas, hereinafter called Martgagor, 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 21 day of January, 1944, for the principal sum of Seven Thousand Seven Hundred Sixty-five and no/100 Dollars ($7,765.00), 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:

The Northwest Fractional Quarter (NWfr$\frac{1}{4}$) of SECTION THIRTY-ONE (31), Township Thirteen (13) South, Range Eighteen (18), East of the Sixth Principal Meridian; and that part of the Southwest Quarter (SW$\frac{1}{4}$) of SECTION THIRTY (30), Township Thirteen (13) South, Range Eighteen (18), East of the Sixth Principal Meridian, described as follows: Beginning at the Southeast corner of the Southwest Quarter (SW$\frac{1}{4}$) of said Section 30, thence North 30 rods, thence 96 rods and 4 feet in a Northwesterly direction, thence South 32 rods and 12 feet to the South line of said quarter section, thence East to the place of beginning, being the same land that was conveyed to the Mortgagors as joint tenants by a certain deed made by Jesse Sutton and Loretta Sutton, husband and wife, dated January 26, 1944, and recorded in Book 149, Page 330.

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 improvements 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".