

# MORTGAGE RECORD 89

205

Receiving No. 27498

## PARTIAL RELEASE OF MORTGAGE

For Value Received, The Douglas County Building and Loan Association, a corporation, hereby releases from the operation of the Mortgage dated May 25, 1944, executed by John B. Colyer and his wife, Anna D. Colyer and recorded in the office of the Register of Deeds of Douglas County, Kansas in Book 87, Page 577, of Mortgages, the tract of land located in Douglas County, Kansas and described as follows to-wit:

Lot No. One Hundred (100) on Kentucky Street, in the City of Lawrence,  
Douglas County, Kansas.

Said mortgage to remain in full force and effect as to the remainder of the property therein described.

Dated at Lawrence, Kansas, April 2, 1946.

(CORP. SEAL)

THE DOUGLAS COUNTY BUILDING AND LOAN ASSOCIATION

By Pearl Emick  
Secretary

State of Kansas, Douglas County, ss:

Be it Remembered that on the 2nd day of April 1946, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Pearl Emick, the Secretary of The Douglas County Building and Loan Association, a corporation and who duly acknowledged the execution of the foregoing instrument in her official capacity and as the act and deed of said corporation.

In Witness Whereof, I have hereunto signed my name and affixed by notarial seal on the day and year last above written.

(SEAL) My Commission expires: May 5, 1948.

Ruth V. Myers  
Notary Public

Recorded April 3, 1946 at 9:00 A.M.

*Harold A. Beck* Register of Deeds

Receiving No. 27500

Application #225280-844-K

## AMORTIZATION MORTGAGE

THIS INDENTURE, Made this 20th day of March, 1946, between Irvin J. Stoneback, a single man, of the County of Douglas, and State of Kansas, hereinafter called mortgagor, whether one or more, and THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas, hereinafter called mortgagee.

WITNESSETH: That said mortgagor, for and in consideration of the sum of Two Thousand one hundred and no/100 (\$2,100.00) dollars in hand paid by mortgagee, receipt of which is hereby acknowledged, mortgages to said mortgagee, all of the following described real estate situate in the County of Douglas, and State of Kansas, to-wit:

West Half of the Northeast Quarter of Section Nine, Township Thirteen South, Range  
Nineteen East of the Sixth Principal Meridian,  
Containing 80 acres, more or less, according to the U. S. Government Survey thereof:

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 mortgagor at the date of this mortgage, or thereafter acquired.

This mortgage is given to secure the payment of a promissory note of even date herewith, executed by mortgagor to mortgagee, in the amount of \$2100.00, with interest at the rate of four per cent per annum, said principal, with interest, being payable on the amortization plan in semi-annual installments, the last installment being due and payable on the 1st day of June, 1979, and providing that defaulted payments shall bear interest at the rate of six per cent per annum.

Mortgagor hereby covenants and agrees with 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; 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 pay when due all taxes, liens, judgments, or assessments which may be lawfully assessed or levied against the property herein mortgaged.
  4. To insure and keep insured buildings and other improvements now on, or which may hereafter be placed on, said premises, against loss or damage by fire and/or tornado, in companies and amounts satisfactory to mortgagee, any policy evidencing such insurance to be deposited with, and loss thereunder to be payable to mortgagee as its interest may appear. At the option of mortgagor, and subject to general regulations of the Farm Credit Administration, sums so received by mortgagee may be used to pay for reconstruction of the destroyed improvement(s); or, if not so applied may, at the option of mortgagee, be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.
  5. To use the proceeds from the loan secured hereby solely for the purposes set forth in mortgagor's application for said loan.
  6. Not to permit, either wilfully 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 not to permit said real estate to depreciate in value because of erosion, insufficient water supply or for inadequate or improper drainage or irrigation of said land.
  7. To reimburse mortgagee for all costs and expenses incurred by it in any suit to foreclose this mortgage, or in any suit in which 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.
- This mortgage is subject to the Federal Farm Loan Act and all acts amendatory thereof or supplementary thereto.

In the event of the death of mortgagor, the heir(s) or legal representative(s) of mortgagor shall have the option, within 60 days of such death, to assume this mortgage and the stock interests held by the deceased in connection herewith.

In the event mortgagor fails to pay when due any taxes, liens, judgments or assessments lawfully assessed against property herein mortgaged, or fails to maintain insurance as hereinbefore provided, mortgagee may make such payments or provide such insurance and the amount(s) paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the rate of six per cent per annum.

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 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