

# MORTGAGE RECORD 89

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SECOND. That the parties of the first part agree to keep all fences, building and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of Two thousand DOLLARS, in insurance companies acceptable to the party of the second part, with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it with satisfactory mortgage clauses all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

THIRD. That the party of the second part may make any payment necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

FOURTH. That in case of default of any of the covenants and agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property by receiver or otherwise as it may elect.

FIFTH. That the parties of the first part hereby agree to pay all taxes assessments, general or special which may be assessed upon the said land, premises or property, or upon the interest of the party of the second part therein. The parties of the first part further agree not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent, nor to permit the said property or any part thereof, or any interest therein, to be sold for taxes and further agree to furnish annually to the party of the second part, on or before the tenth day of July the certificate of the property authority, showing full payment of all such taxes and assessments.

SIXTH. That the parties hereto further agree that all the covenants and agreements of the parties of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

SEVENTH. As additional and collateral security for the payment of the said note the mortgagors hereby assign to said mortgage, its successors and assigns, all the rights, rents, royalties and benefits accruing to the parties of the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void on a release of this mortgage. Provided, however, that said party of the second part its successors and assigns, shall be chargeable with no responsibility with reference to such rights, rents, royalties and benefits nor be accountable therefor except as to sums actually collected by it or them, and that the lessees in any such leases shall account for such rights, rents, royalties or benefits to the party of the first part or his assigns until title by legal holder hereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas, or mineral lease seriously depreciate the value of said land for general farming purposes, the note secured by this mortgage shall immediately become due and collectible at the option of the holder of this mortgage without notice.

EIGHTH. That if said payments be made as are herein specified, this conveyance shall be void; but if the note herein described, or any part of the indebtedness secured by this Mortgage or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, then this conveyance shall become absolute and the whole of said principal note shall immediately become due and payable at the option of the party of the second part, and no failure of the party of the second part to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to any past, present or future default hereunder; and in case of default of payment of any sum herein covenanted to be paid when due, the said first parties agree to pay to the said second party, interest at the rate of ten percent per annum computed annually on said principal note from the date of default to the time when said principal and interest shall be fully paid.

NINTH. The terms, conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs executors, administrators, successors and assigns, and words used in the singular number shall include the plural and words in the plural shall include the singular.

IN WITNESS WHEREOF, The said parties of the first part have herunto subscribed their names and affixed their seals, on the day and year above mentioned.

Mary E. Wilson  
(a widow)

STATE OF KANSAS, Douglas COUNTY, ss.

BE IT REMEMBERED, That on this 22nd day of August, A. D. 1946, before me, the undersigned, a Notary Public in and for the County and State of Kansas, came Mary E. Wilson, a widow to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(SEAL) My Commission Expires April 18, 1949

C. E. Dreyer  
Notary Public

Recorded August, 22, 1946 at 3:05 P.M.

*Harold A. Beck*

Register of Deeds.

Receiving No. 29555

## AMORTIZATION MORTGAGE

THIS INDENTURE, Made this 10th day of June, 1946, between W. E. CORBETT and HELEN K CORBETT, his wife, 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 SIX HUNDRED AND NO/100 (\$2,600.00) ---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:

Southwest Quarter of Section Four, Township Twelve South, Range Eighteen East of the Sixth Principal Meridian,

Containing 160 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 \$2600.00, 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 December, 1966, 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:

The amount charged by this mortgage is hereby paid in full and the same is hereby cancelled, this 22nd day of July 1949, by Harold A. Beck, Register of Deeds.

The same was written in the original mortgage entered this 22nd day of July 1949.  
Harold A. Beck  
Reg. of Deeds  
Deputy