

MORTGAGE RECORD 89

remaining installments shall become due and payable at one, and bear interest at 10 per cent per annum. Privilege is given to pay two or more installments at any monthly payment time.

617 North 15th St.

Lloyd L. Wilson  
Vera C. Wilson

NOW, if the said Parties of the first part shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note then these presents shall be null and void. But if said sum of money, or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum, shall immediately become due and payable; and said taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mortgage; and in the event it become necessary to foreclose this mortgage the costs and expenses of an abstract incident to said foreclosure shall be an additional charge against said mortgaged premises secured by this mortgage; and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for the party of the second part its assigns, shall be entitled to a judgment for the sum due upon said note and the additional sums paid by virtue of this Mortgage, with interest on said additional sums so paid at the rate of ten per cent, per annum from the date of payment of said sums, and costs, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the said parties of the first part, their heirs and assigns, and all persons claiming under them. And the said parties of the first part shall and will at their own expense from the date of the execution of this Mortgage until said note and interest and all liens and charges by virtue hereof are fully paid off and discharged, keep the building erected and to be erected on said lands insured in some responsible insurance company duly authorized to do business in the State of Kansas, to the amount of Fifteen Hundred and no/100 DOLLARS, for the benefit of said party of the second part; and in default thereof said party of the second part may effect said insurance in its own name and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, its assigns forever, against the lawful claims of all persons whomsoever.

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

Lloyd L. Wilson  
Vera C. Wilson

STATE OF KANSAS, COUNTY OF Wyandotte, ss.

BE IT REMEMBERED, that on this 9th day of October A.D. 1946, before me the undersigned, a Notary Public in and for said County and State, came Lloyd L. Wilson and Vera Wilson, husband and wife who are personally known to me to be the identical persons described in; and who executed the foregoing Mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand affixed my official seal on the day and year last above written.

(SEAL) My Commission expires August 9, 1947.

Mabel E. Werry  
Notary Public

Recorded October 14, 1946 at 9:25 A.M.

*Handwritten signature: Harold G. Beck*

Register of Deeds

Receiving No. 30203

AMORTIZATION MORTGAGE

THIS INDENTURE, Made this 2nd day of October, 1946, between HERBERT HORNBERGER and ESTHER HORNBERGER, 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 ONE THOUSAND EIGHT HUNDRED AND NO/100 (\$1,800.00)- 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:

Beginning 80 rods east of the southwest corner of the Southwest Quarter of Section Thirty-four, Township Fourteen South, Range Nineteen East, thence East 80 rods; thence North 80 rods; thence West 80 rods, thence South 80 rods to beginning, containing 40 acres; Also commencing at the Southwest corner of the Southwest Quarter of the Southeast Quarter of Section Thirty-four, Township Fourteen, South, Range Nineteen East, thence north 80 rods; thence East 80 rods; thence South 61 rods; thence West 36 rods; thence South 19 rods; thence West 44 rods to the beginning, containing 35 acres, more or less, all east of the Sixth Principal Meridian, less .82 acres, more or less, deeded to the State of Kansas August 27, 1932, recorded November 8, 1932 in Book 130, page 457, records of Douglas County, Kansas; Containing in all 76 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 allwater, 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 \$1800.00, 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, 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 encumbrances; 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

*Handwritten notes on right margin:*  
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