

## DOUGLAS COUNTY

But if default be made in such payment, or any part thereof, or interest thereon, or the insurance is not kept up thereon or the taxes on said premises, or any part thereof, are not paid when due, then this conveyance shall become absolute and the whole principal and interest shall be due and payable, or not at the option of the holder hereof, without notice, and it shall be lawful for the said holder at any time thereafter to foreclose this mortgage and sell the said premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived, or not, at the option of the holder hereof; and out of the moneys arising from such sale to retain the amount then due or to become due, according to the conditions of this instrument, together with the cost and charges of making such sale.

In case an action is commenced for the foreclosure of said mortgage, the grantors herein consent that the Court having jurisdiction of such foreclosure, or the Judge of such Court, shall upon application of said holder appoint a receiver to take charge of such mortgage premises, pending such foreclosure proceedings, who shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof, and the proceeds, after deducting all costs and expenses of said receivership, shall be credited on said note or judgment obtained thereon.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

V. J. Cramer  
Lena O. Cramer

State of Kansas  
County of Douglas, ss.

Be It Remembered, That on this 19th day of August A.D., 1946, before me a Notary Public in and for said County and State, came V. J. Cramer and Lena O. Cramer, husband and wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

(SEAL) Com. Exp. Sept 4, 1948

C. B. Butell  
Notary Public

Recorded November 21st, 1946 at 10:55 A.M.

*Versel A. Beck*

Register of Deeds

Receiving No. 30600

## AMORTIZATION MORTGAGE

THIS INDENTURE, Made this 19th day of November, 1946, between MARION A. BARLOW and JESSIE BARLOW, 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 THREE THOUSAND NINE HUNDRED AND NO/100 (\$3900.00) - 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:

Southeast Quarter of Section Eighteen, Township Twelve South, Range Nineteen East  
of the Sixth Principal Meridian,  
Containing 160 acres, more or less, according to the United States Government  
Survey thereof;

Together with all privileges, hereditaments and appurtenances thereu to 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 \$3900.00, with interest at the rate of 4 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, if not be 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 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 provided 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.