

AMORTIZATION MORTGAGE

THIS INDENTURE, Made this 7th day of JUNE, 19 52, between

JOE SMITH and ROSE SMITH, 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 FOUR THOUSAND TWO HUNDRED and NO/100, (\$4200.00). . . . . 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:



TRACT I:

The North 53 acres of the East 73 acres of the Northwest fractional Quarter of Section 3, Township 12, South, Range 18 East of the 6th P. M. in Douglas County, Kansas, except a tract - Beginning at the northeast corner of said Northwest Quarter, thence South 59 rods; thence West 29 rods, one foot and nine inches; thence North 59 rods; thence East 29 rods, one foot and nine inches to the place of beginning. Containing 43 acres, more or less.

TRACT II:

West fractional half of the Northwest Fractional Quarter of Section Three, Township Twelve South, Range Eighteen East of the 6th P. M. Containing 80 acres, more or less.

CONTAINING in all 123 acres, more or less, according to the U. S. Government Survey thereof.

Together with all privileges, accretions and appurtenances thereto 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, appurtenances 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 \$ 4200.00, 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 first day of DECEMBER, 19 85, and providing that defaulted payments shall bear interest at the rate of six per cent per annum.

Mortgagee hereby accepts and agrees with mortgagee as follows:

1. To do and lawfully cause to be done unto all of said above described real estate; to have good title to and during the term; that the same is free from all encumbrances; and to warrant and defend the title thereof against the lawful claims or demands of all persons whatsoever.

2. To pay when due all payments provided for in the note(s) secured hereby.

3. To pay when due all taxes, assessments, or encumbrances which may be lawfully assessed or levied against the above described real estate.

4. To pay when due all taxes, assessments, or encumbrances which may be lawfully assessed or levied against the above described real estate, and other improvements now on, or which may hereafter be placed on, the above described real estate, and to pay when due all taxes, assessments, or encumbrances which may be lawfully assessed or levied against the above described real estate, and to pay when due all taxes, assessments, or encumbrances which may be lawfully assessed or levied against the above described real estate.