

61322 BOOK 114

108A REV. 9-48

AMORTIZATION MORTGAGE

Loan No.

THIS INDENTURE, Made this 14th day of March, 1939, between

ANNE J. STEWART aka ANNE J. STEWART, a widow, JOHN STEWART, her husband, and JOHN L. STEWART and ANNE J. STEWART, 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 ELEVEN THOUSAND AND NO/100 (\$11,000.00) 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 South half of the South half of Section 7, Township 13 South, Range 19 East of the 6th P.M., excepting therefrom the following described tracts: Beginning at the Southeast corner thereof, thence West along the South section line of said Section 7, a distance of 4.50 chains; thence north to the center of the Lawrence and Emporia State Highway, running thence along the center line of said State Highway to the east line of said Section 7; thence South along said East section line to the place of beginning; Also excepting the following described tract: Beginning at a point on the west line of said Section and 1325 feet South of the Northwest corner of said South Half, thence South 110 feet, thence East 922 feet, thence North 45 deg. east 155.50 feet, thence West 1032 feet to the place of beginning.

Beginning at the Northwest corner of Section 17, Township 13 South, Range 19 East of the 6th P.M., thence South on the West line of said Section 895 feet more or less to the center line of Wakarusa Creek, thence Southeasterly down said Creek to a point 1322 feet east of the west line and 1791 feet south of the north line of said Section 17, thence North 1791 feet to the north line; thence west on said north line of said section 1322 feet to the place of beginning.

Beginning at the Northeast corner of Section 18, Township 13 South, Range 19 East of the 6th P.M., thence West along the North line of said Section, 1190 feet to a point in the Old Lawrence and Emporia State Road, thence South 65 deg. 30 minutes West 100 feet to the center of Skunk Hollow, thence southeasterly down said Skunk Hollow 350 feet, more or less, to the center of Wakarusa Creek thence down the center line of said Wakarusa Creek to where it crosses the east line of said Section, 895 feet more or less South of the northeast corner of said section, thence North on the east line of said Section, 895 feet, more or less, to the point of beginning.

Beginning at a point 320 feet West and 470 feet North of the southeast corner of the Northeast Quarter of Section 18, Township 13 South, Range 19 East of the 6th P.M. in the center of the channel of Wakarusa Creek at the outlet of a proposed cut, thence following the center line of Wakarusa Creek around the bend to the beginning of said proposed cut, thence North 65 degrees east along the center line of said cut 263 feet to the place of beginning.

Also the East 20.75 acres of 30.75 acres of the Northwest Quarter of Section 18, Township 13 South, Range 19 East of the 6th P.M. described as: Beginning at the Northeast corner of said Quarter Section thence running South 6 chains to the center of Wakarusa Creek, thence up the center of Wakarusa Creek to a point 11.25 chains East of the West line of said Quarter Section, thence North 28.14 chains to the North line of said quarter Section, thence east on said North line 27.23 chains to the place of beginning; containing in all 231.04 acres, more or less.

TRACT II

Four and Three-fourths (4.75) acres in the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Eighteen (18), Township Thirteen (13) South, Range Nineteen (19) East of the 6th P.M., being the part cut off of said Quarter Section by what is known as the Sigil Road; and The North Twenty-eight (28) acres of the North Fifty-seven (57) acres of the Southwest Quarter (SW $\frac{1}{4}$) of Section Eighteen (18), Township Thirteen (13) South, Range Nineteen (19) East of the 6th P.M. containing 33 acres, more or less.

CONTAINING in all 264 acres, more or less, according to the United States 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 \$ 11,000.00, with interest at the rate of 4 1/2 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, 1939, 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.