

MORTGAGE

 Rec. No. 3050
 File No. 300

From

D.H. Warner et al

To

Farm Mtg. Co.

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 29day of Nov A. D. 1927at 9:40 A. M.E. C. Wellman
Register of Deeds.

By

Deputy.

Forlain.
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This Indenture, Made this 23rd day of November A. D. Nineteen Hundred and twenty seven
 by and between D.H. Warner and Luetta Warner husband and wife

in the county of Shawnee and state of Kansas, part 1st of the first part, and THE FARM MORTGAGE TRUST COMPANY, (Incorporated under the laws of Kansas,) located at Topeka, Kansas, party of the second part:

WITNESSETH, that the said part 1st of the first part, for and in consideration of the sum of Twelve Hundred and no/100 Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby MORTGAGE and WARRANT to the said party of the second part and to its legal representatives and assigns forever, all the following described tract or parcel of land, lying and situated in the county of Douglas and state of Kansas, to wit:

The south sixty (60) acres of the east half of the southeast quarter (1/4) of Section
Twenty two (22) Township Thirteen (13) Range eighteen (18) east of the 6th Principal
Meridian, containing sixty (60) acres, more or less, according to the government
survey thereof.

To Have and to hold the same, with appurtenances thereto belonging, or in anywise appertaining including any right of homestead and every contingent right or estate therein, unto the said party of the second part its successors or assigns forever. Provided however, that if the said parties of the first part shall pay or cause to be paid to the said party of the second part its successors or assigns the principal sum of Twelve Hundred & no/100 Dollars on the first day of December A.D. 1932 with interest thereon at the rate of six percent per annum payable on the first day of June and December in each year, together with interest at the rate of ten per cent per annum, on any installment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said parties of the first part and payable at the office of said company in Topeka, Kansas, or such other place as the legal holder of the principal holds may in writing designate which note represents a just indebtedness and actual loan from the party of the second part to the parties of the first part; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of the said parties of the first part otherwise to remain in full force and effect.

to secure the payment of one certain first mortgage real estate note No. _____ and coupons attached, executed and delivered by the said part of the first part, bearing even date herewith, payable to the order of the said THE FARM MORTGAGE TRUST COMPANY

at its office in Topeka, Kansas, said note being for _____ Dollars, for which amount said part of the first part justly indebted unto the said party of the second part being for a loan thereof, made by said party of the second part to the said part of the first part.

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