

MORTGAGE

From

Clarence E. Mitchell et ux.

To

Farm Mtg. Investment Co.,

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 24th

day of Jan A. D. 1928

at 2:00 P. M.

By

Jas E Wellman
Register of Deeds.

Deputy.

This Indenture, Made this 14th day of January A. D. Nineteen Hundred and twenty eight
by and between Clarence E. Mitchell and Zella I. Mitchell husband and wife

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

WITNESSETH, that the said party of the first part, for and in consideration of the sum of Forty eight Hundred and no/100 Dollars 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 southeast quarter (SE $\frac{1}{4}$) of Section thirteen (13) in Township fourteen (14)
South of range seventeen (17) east of the sixth principal Meridian containing
One hundred sixty (160) acres more or less, according to the Government
survey thereof.

To Have and to hold the same, with appurtenances thereto belonging or in any wise 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 party 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 Forty eight Hundred and no/100 Dollars on the first day of February A.D. 1933 with interest thereon at the rate of six per cent per annum payable on the first day of February and August in each year together with interest at the rate of ten per cent per annum on any installment of interest which shall 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 note 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 party 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 party of the first part is 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 party of the first part.

assigned 75 p 267