

AMORTIZATION MORTGAGE RECORD 70

418

Receiving No. 2045

SAUL DODSWORTH STATIONERY CO. KANSAS CITY, MO.

AMORTIZATION MORTGAGE

from

E. G. Steele

To

LAND BANK COMMISSIONER

STATE OF KANSAS,

COUNTY OF DOUGLAS

This instrument was filed for record in the office of Register of

Deeds of said County, on the 9 day of

March, 1936, at 3:10

o'clock P. M.

Harold A. Beck
Register of Deeds.

THIS INDENTURE, Made this 1st day of March, 1936, between

E. G. Steele and Amelia Steele, also known as Amelia J. Steele, his wife

of the County of Douglas, Kansas, and State of Kansas, hereinafter called the Mortgagor, whether one or more, and the Land Bank Commissioner, with offices in the City of Wichita, Kansas, acting pursuant to Part 3 of the Emergency Farm Mortgage Act of 1933, as amended, hereinafter called the Mortgagee.

WITNESSETH: That said Mortgagor, for and in consideration of the sum of

THREE THOUSAND EIGHT HUNDRED AND NO/100 (\$3800.00)

DOLLARS,

in hand paid by the Mortgagee, receipt of which is hereby acknowledged, has granted, bargained and sold, and does by these presents grant,

bargain, sell and convey to said Mortgagee, all of the following described real estate situate in the County of Douglas

and State of Kansas, to-wit: The South Half (1/2) of the East 2/3rds of the Southeast Quarter (SE 1/4) of Section seven (7) township thirteen (13) South, Range nineteen (19) East of the Sixth Principal Meridian; less that part of the above described land lying East of the Lawrence and Emporia State Road, containing 11 3/4ths acres, more or less; the South 1/2 of (SE 1/4) of the Southwest Quarter (SW 1/4) of Section seven (7), except a tract containing 2.45 acres described as follows: to-wit: Beginning at a point on the West line and 1325 feet South of the Northwest corner of said Quarter section, thence South 110 feet, thence East 922 feet, thence North 45 deg., East 155.5 feet, thence West 1032 feet to the place of beginning, containing 2.45 acres, more or less and containing in all approximately 74.65 acres, more or less; the South Half (1/2) of the West 1/3rd of the Southeast Quarter (SE 1/4) of said Section seven (7) and containing approximately 25 2/3 acres, more or less; also beginning at the northeast corner of Section seventeen (17), said township and Range, thence South on the West line of said Section 895 feet more or less to the center line of the Wakarusa Creek, thence southeasterly down said Wakarusa Creek to a point 1322 feet East of the West line and 1791 feet South of the North line of said Section seventeen (17), thence North 1791 feet to the North line, thence West on the North line of said Section seventeen (17), 1322 feet to the point of beginning, containing 39.4 acres, more or less; also beginning at the Northwest corner of Section eighteen (18) thence West along the North line of said Section eighteen (18), 1190 feet to a point in the old Lawrence and Emporia State Road, thence South 65 deg., 30 min. West 190 feet to the center of Skunk Hollow, thence southeasterly down Skunk Hollow 550 feet more or less, to the center of the Wakarusa Creek, thence down the center line of the 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 eighteen (18), thence North on the East line of Section eighteen (18), 895 feet more or less; to the point of beginning and containing 10.01 acres, more or less; also beginning at a point 320 feet West, and 470 feet North of the Southeast corner of the Northeast Quarter (NE 1/4) of the Northeast Quarter (NE 1/4) of Section eighteen (18), 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 deg., East along the center line of said cut 253 feet to the place of beginning and containing 8.59 acres, more or less; also the East 20.75 acres of 30.75 acres of the Northeast Quarter (NE 1/4) of Section eighteen (18), Township thirteen (13) South, Range nineteen (19) East of the Sixth Principal Meridian, described as follows: Commencing 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 chains 25 links East of the West line of said quarter section, thence North 23 chains, 14 links to the North line of said quarter section, thence East on said North line 27 chains and 23 links to the place of beginning, and containing in all 231.04 acres.

Containing in all 231.04 acres, more or less, according to the U. S. Government Survey thereof.

Together with all privileges, hereditaments and appurtenances therunto 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 the Mortgagor at the date of this mortgage, or thereafter acquired.

That said above granted premises are free and clear of all liens and encumbrances whatsoever, excepting a first mortgage to The Federal Land Bank of Wichita in the sum of \$5600.00, dated March 1, 1935, filed for record on the 9 day of March, 1935, at 3:05 p.m., recorded in Book 81, Page 199, of the records in the office of Register of Deeds of Douglas County, Kansas.

Provided, this mortgage is given to secure the payment by the Mortgagor to the Mortgagee, at his offices in the City of Wichita, Kansas, of the sum of \$3800.00, evidenced by a certain promissory note of even date herewith, executed by the Mortgagor to the Mortgagee, conditioned for the payment of said sum, with interest on said principal or unpaid balance thereof at the rate of five per centum per annum, payable semi-annually on the 1st day of October and April in each year; said principal sum being payable on an amortization plan and in twenty (20) equal, successive semi-annual instalments of \$190.00 each, the first instalment being payable on the 1st day of October, 1939, and the remaining instalments being payable on each succeeding interest payment date, to and including the 1st day of April, 1949; Mortgagor to have the privilege, of paying at any time one or more instalments of principal, or the entire unpaid balance of said principal sum, such additional principal payments, if made, operating to discharge the debt secured hereby at an earlier date and not reducing the amount or deferring the due date of the next payable instalment of principal.

The Mortgagor does hereby covenant and agree with the Mortgagee, as follows:

- 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 excepting such encumbrances as are specifically described and set out herein; and to warrant and defend the title thereto against the lawful claims or demands of all persons whatsoever.
- To pay when due all payments provided for in the note secured hereby.
- To make return of said real estate for taxation, when so required by law; to pay before they become delinquent all taxes, charges and assessments legally levied against the property herein conveyed; and to exhibit to Mortgagee receipts, or certified copies thereof, evidencing such payment.
- To pay at all times during the existence of this mortgage all due sums and interest on any mortgage, judgment, lien or encumbrance senior to the lien of this mortgage; to pay the principal debt secured by such mortgage, judgment, lien or encumbrance when due; to exhibit to Mortgagee receipts, or certified copies thereof, evidencing such payment; and to perform all other covenants and conditions contained in any such mortgage, judgment, lien or encumbrance senior to the lien of this mortgage.