

AMORTIZATION MORTGAGE RECORD 70

421

Receiving No. 2426

SALE DODGE NORTH STATIONARY CO KANSAS CITY MO 64101

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 27 day of

May, 1936, at 3:55 o'clock P. M.

Harold A. Beck
Register of Deeds.

THIS INDENTURE, Made this 1st day of May, 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 (S $\frac{1}{2}$) of the South half (S $\frac{1}{2}$) of Section seven (7), township thirteen (13) South, of Range nineteen (19) East of the Sixth Principal Meridian, excepting there from the following described tract: Beginning at the southeast corner thereof, thence West along the South section line of said section seven (7) a distance of 4.80 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 seven (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 (S $\frac{1}{2}$), 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 seventeen (17), township thirteen (13) South of Range nineteen (19) East, thence South on the West line of said Section 895 feet more or less to the center line of said 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 seventeen (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 eighteen (18), township thirteen (13) South of Range nineteen (19) East, thence West along the North line of said Section 1130 feet to a point in the old Lawrence and Emporia State Road, thence South 65 deg. 30 min. 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 (NE $\frac{1}{4}$) of Northeast Quarter (NE $\frac{1}{4}$) of Section eighteen (18), in Township thirteen (13) South of Range nineteen (19) East 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 253 feet to the place of beginning; Also the East 25.75 acres of 30.75 acres of the Northwest Quarter (NW $\frac{1}{4}$) of Section eighteen (18) in Township thirteen (13) South of Range nineteen (19) East described as Section 18 of the Northeast corner of said quarter section, thence running South 5 chains to the center of Wakarusa Creek, thence up to the center of Wakarusa Creek to a point 11.75 chains East of the West line of said quarter section, thence North 25.75 chains to the North line of said quarter section; thence East on said North line 64.25 chains to the place of beginning;

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 \$6600.00, dated May 1, 1935, filed for record on the 27 day of May, 1935, at 3:50 p.m., recorded in Book 81, Page 201 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, 1936, 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:

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 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.
2. To pay when due all payments provided for in the note secured hereby.
3. 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.
4. 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.