

AMORTIZATION MORTGAGE RECORD 70

434

Receiving No. 5338 ~

SANL DOCK YORTH STATIONERY CO KANSAS CITY MO 64101

AMORTIZATION MORTGAGE

from

Fred Fitch

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 17th day of

December, 1937, at 4:05

o'clock P. M.

Narold A. Beck
Register of Deeds.

THIS INDENTURE, Made this 30th day of November, 1937, between

Fred Fitch and Florence Fitch, his wife

of the County of Douglas, 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
NINE HUNDRED AND NO/100 (\$900.00) 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:

Commencing at a point on the West line of the Shawnee Indian Reservation in the Southwest
Quarter (SW $\frac{1}{4}$) of Section Two (2), Township Thirteen (13) South, Range Twenty (20) East of
the Sixth Principal Meridian, at a point which is 1193.76 feet South of the South line of
the Atchison, Topeka and Santa Fe Railroad right of way for a point of beginning, thence
West 2919.18 feet more or less to the west line of the Southeast Quarter (SE $\frac{1}{4}$) of Section
Three (3), said Township and Range, thence South to the Southwest corner of said Southeast
Quarter (SE $\frac{1}{4}$) of Section Three (3), thence East along the South line of Southeast Quarter
(SE $\frac{1}{4}$) of Section Three (3) and the Southwest Quarter (SW $\frac{1}{4}$) of Section Two (2) to the West
line of said Shawnee Indian Reservation, thence North along the West line of said Shawnee
Indian Reservation to the point of beginning less highway right of way of 5.02 acres;
Containing 93.3 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 be-
longing 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 \$4100.00 dated November 30, 1937,
filed for record on the 17th day of December 1937 at 4 P.M. recorded in Book 83 Page 269 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 \$900.00, 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, pay-
able semi-annually on the 1st day of June and December in each year;
said principal sum being payable on an amortization plan and in Twenty (20) equal, successive semi-annual instalments of
\$ 45.00 each, the first instalment being payable on the 1st day of June, 1938,
and the remaining instalments being payable on each succeeding interest payment date, to and including the 1st day of
December, 1947; Mortgagor to have the privilege, of paying at any time one or more instalments of prin-
cipal, 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.

For Release in Book 83 page 343.