

AMORTIZATION MORTGAGE RECORD 70

438

Receiving No. 5904

KANSAS, DOUGLASS COUNTY, KANSAS CITY, MO. 64101

AMORTIZATION MORTGAGE

from

Raymond H. Stanley et ux

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 12 day of November, 1938, at 11:55

o'clock A. M.

Harold A. Beck
Register of Deeds.

THIS INDENTURE, Made this 15th day of October, 1938, between

Raymond H. Stanley and Lillian F. Stanley, his wife

of the County of Douglas and Johnson, 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

ONE THOUSAND EIGHT HUNDRED AND NO/100 (\$1800.00)

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 Johnson,

and State of Kansas, to-wit:

East Half (E $\frac{1}{2}$) of Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-five (35), Township Thirteen (13) South, Range Twenty-one (21) East of the Sixth Principal Meridian, Douglas County, Kansas;

West Half (W $\frac{1}{2}$) of Southwest Quarter (SW $\frac{1}{4}$) of Northeast Quarter (NE $\frac{1}{4}$) and North 70 acres of Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-four (34), West Half (W $\frac{1}{2}$) of Southeast Quarter (SE $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-seven (27), all in Township Thirteen (13) South, Range Twenty-one (21) East of the Sixth Principal Meridian, Douglas County, Kansas;

A strip described as beginning at a point 10 rods north of Southeast corner of North Half (N $\frac{1}{2}$) of Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-four (34), Township Thirteen (13) South, Range Twenty-one (21) East of the Sixth Principal Meridian, Douglas County, Kansas, thence West 20 Feet, thence South 12 rods, thence East 20 feet, thence North 12 rods to beginning;

Containing in all 180 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 \$4000.00, dated October 15, 1938, filed for record on the 12 day of November 1938 at 11:50 A.M., recorded in Book 72, Page 22 of the records in the office of the Register of Deeds of Douglas County, Kansas.

Also filed for record on the day of , 19 at M, recorded in Book , Page of the records in the office of the Register of Deeds of Johnson 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 \$ 1800.00, 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 June and December in each year; said principal sum being payable on an amortization plan and in forty (40) equal, successive semi-annual instalments of \$ 45.00 each, the first instalment being payable on the 1st day of June, 1939, and the remaining instalments being payable on each succeeding interest payment date, to and including the 1st day of December, 1958; 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 whosoever.
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.

The amount secured by this mortgage has been paid in full, and the within mortgage is hereby cancelled; this 14th day of August, 1943
 Signed by my Mortgage Corporation, a corporation, and signed and sealed by the Emergency Farm Mortgage Act of 1933, as amended. By The Federal Land Bank of Wichita, a corporation, its agent and attorney-in-fact.
 W. H. Jones, Vice President
 (Corp. Seal)

This Release
 was written
 by the original
 Mortgagee
 and is
 signed and
 sealed by
 the
 Emergency
 Farm Mortgage
 Act of 1933, as
 amended.
 Harold A. Beck
 Register of Deeds