

## 441

SAML DODSWORTH STATIONERY CO KANSAS CITY MO 64111

## COUNTY OF DOUGLAS

Andrew Elmer Netsker

To

LAND BANK COMMISSIONER

o'clock P.. M.

Harold A. Beck  
Register of Deeds

THIS INDENTURE, Made this 14th day of December, 1938, between

Andrew Elmer Netscher, also known as Elmer Netscher and as Andrew E. Netscher and as A.E. Netscher, and Florence E. Netscher, his wife of the County of Douglas, and State of Kansas, hereinafter called the Mortgageor, 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  
EIGHT HUNDRED AND NO/100 (\$800.00 ) DOLLARS,

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:

and State of Kansas, to-wit:

South Half (S<sup>1</sup>/<sub>2</sub>) of Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of Section Thirteen (13); Southeast Quarter (SE<sup>1</sup>/<sub>4</sub>) subject to one acre in Southeast corner for school, of Section Thirteen (13), all in Township Fourteen (14) South, Range Eighteen (18) East of the Sixth Principal Meridian;

<sup>c</sup>ontaining 240 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 \$3700.00, dated December 14, 1938, filed for record on the 11th day of January, 1939 at 2:50 P.M., recorded in Book 78, Page 385 of the records in the office of the 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 \$ 800.00 , 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 \$ 20.00 each, the first instalment being payable on the 1st day of June , 19 39 , and the remaining instalments being payable on each succeeding interest payment date, to and including the 1st day of December , 19 59 ; Mortgagor to have the privilege, of paying at any time one or more instalments of principal, and to apply any unpaid balance of said principal to such additional principal payments, if such payments 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 free 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 Mortgage receipts, or certified copies thereof, evidencing such payments.
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 Mortgage receipts, or certified copies thereof, evidencing such payment; and to perform all covenants and conditions contained in any such mortgage, judgment, lien or encumbrance senior to the lien of this mortgage.

The report seems by this mortgage has been paid in full, and the within mortgage is hereby cancelled. The 25th day of April, 1946  
 Federal Farm Mortgage Corporation, a corporation,  
 Mortgage Dept of 1935, at Omaha,  
 By The Federal Land Bank of Wichita, a corporation, its Agent and Attorney in Fact  
 By H. J. Jones Vice President  
 (Original)  
 This release was written on the original mortgage entered this 2 day of April 1946  
 The Bank of Omaha