

AMORTIZATION MORTGAGE RECORD 70

446

Receiving No. 7959

SAWYER NORTH STATIONERY CO KANSAS CITY MO 64117

AMORTIZATION MORTGAGE

from

Hans Lassen 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 16 day of

June, 1939, at 9:35

o'clock A. M.

Harold A. Beck
Register of Deeds.

THIS INDENTURE, Made this 5th day of May, 1939, between

Hans Lassen and Nellie Lassen, 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 ONE THOUSAND TWO HUNDRED AND NO/100 (\$1200.00)

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:

Beginning 32 rods south of northwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-three (33), Township Thirteen (13) South, Range Eighteen (18) East of the Sixth Principal Meridian, thence southeasterly up the channel of Rock Creek about 20 rods to a point about 12 rods east of the Quarter Section line between the Southeast Quarter (SE $\frac{1}{4}$) and Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-three (33); thence southwesterly up the channel of said creek to a point in said quarter section line south of place of beginning; thence north on said quarter section line to place of beginning, containing 2.28 acres, more or less;

The West Half (W $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-three (33), Township Thirteen (13) South, Range Eighteen (18) East of the Sixth Principal Meridian;

The Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-three (33), Township Thirteen (13) South, Range Eighteen (18) East of the Sixth Principal Meridian, less the following three tracts: (1) Commencing 80 rods north of the southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of said Section Thirty-three (33), thence west to channel of Rock Creek, thence down the channel of said creek to the east line of said quarter section, thence south to beginning, containing 5 acres, more or less; (2) Commencing 40 rods north of the southeast corner on the east line of said Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-three (33), thence west to the center of Rock Creek, thence down said creek until it strikes the land deeded to Charles Wright at a point 80 rods south of the north line of said quarter section, thence east to the east line of said quarter section, thence south 40 rods to point of beginning, containing 17 acres, more or less; (3) Commencing at the northeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-three (33), thence west about 29 rods to the middle of the channel of Rock Creek, thence up said creek to a point on the east line of said quarter section 32 rods south of the northeast corner of said Quarter Section thence north to point of beginning, containing 4 acres and 5 square rods;

Containing in all 212.73 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 \$2500.00 dated May 5, 1939, filed for record on the 16th day of June, 1939, at 9:40 A. M., recorded in Book 78, Page 388 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 \$1200.00, 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 December and June in each year; said principal sum being payable on an amortization plan and in forty (40) equal, successive semi-annual instalments of \$30.00 each, the first instalment being payable on the 1st day of December, 1939, and the remaining instalments being payable on each succeeding interest payment date, to and including the 1st day of June, 1959; 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.

Handwritten notes:
This mortgage was recorded in Book 78, Page 388 of the records in the office of the Register of Deeds of Douglas County, Kansas, on the 16th day of June, 1939, at 9:40 A. M.
By C. R. Kopf
Notary Public
This copy and return of deed
(Copy Seal)
The Emergency Farm Mortgage Act of 1933, as amended, is hereby acknowledged by the Mortgagor and Mortgagee.