

AMORTIZATION MORTGAGE RECORD 70

447

Receiving No. 5318

SAMUEL DOUGLASS STATIONERY CO. KANSAS CITY, MO. 64101

AMORTIZATION MORTGAGE

from

Bismark Hildebrand

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 18th day of

September, 1939, at 1:20

o'clock P. M.

Harold A. Beck
Register of Deeds.

THIS INDENTURE, Made this 14th day of September, 1939, between

Bismark Hildebrand, also known as B. Hildebrand, and Pearl D. Hildebrand, 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 AND NO/100 (\$1000.00)

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:

Northwest Quarter (NW¹/₄) of Northwest Quarter (NW¹/₄), North Half (N¹/₂) of Southwest Quarter (SW¹/₄) of Northwest Quarter (NW¹/₄), and East Half (E¹/₂) of Northwest Quarter (NW¹/₄) of Section Twenty-eight (28), Township Twelve (12) South, Range Nineteen (19) East of the Sixth Principal Meridian, less 10 acres in the northeast corner of the Northwest Quarter (NW¹/₄) described as follows: begin at the northeast corner of the Northwest Quarter (NW¹/₄), thence south 40 rods, thence west 40 rods, thence north 40 rods, thence east 40 rods to the beginning;

Subject to electric line easement as shown in Book 116, Page 283;

Containing 130 acres, more or less, according to the U. S. Government Survey thereof.

STATE OF KANSAS }
COUNTY OF DOUGLAS } ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 18th day of Sept. 1939, personally appeared Bismark Hildebrand also known as B. Hildebrand to me personally known and known to me to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

(SEAL) My commission expires: Mar. 21st. 1943

L. N. Stephenson
NOTARY PUBLIC

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 \$2000.00, dated September 14, 1939, filed for record on the 18 day of September, 1939 at 1:15 P. M., recorded in Book 70, Page 358 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 \$1000.00, 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 twenty (20) equal, successive semi-annual instalments of \$50.00 each, the first instalment being payable on the 1st day of June, 1940, and the remaining instalments being payable on each succeeding interest date, to and including the 1st day of December, 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 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 whosever.
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.