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SAWL BODENORTH STATIONERY CO KANSAS CITY MO 64108

COUNTY OF DOUGLAS

front

Annie E. Newman et al

To

LAND BANK COMMISSIONER

This instrument was filed for record in the office of Register of
Deeds of said County, on the 2nd day of

November 1940, at 4:45 o'clock P. M.

Ward A. Beck
Register of Deeds

This release
was written
on the original
mortgage
entered
this 9 day
of March
1946

Harold A. ...
Reg. of Deeds
Vernon A. ...
Deputy

THIS INDENTURE, Made this 20th day of August, 1940, between Annie E. Newman, a widow; Earl Lee Newman, a single man; John F. Newman, a single man; Annie E. Newman, guardian of the persons and estates of George V. Newman, William W. Newman, Boris A. Newman and Gary L. Newman, minors 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 FOUR HUNDRED AND NO/100 (\$1400.00) 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 Nebraska, to-wit:

The north 156 acres of Southeast Quarter (SE $\frac{1}{4}$) of Section Nineteen (19); Northwest Quarter (NW $\frac{1}{4}$) of Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-two (32); all in Township Fourteen (14) South, Range Twenty (20) East of the Sixth Principal Meridian;

Containing 196 acres, more or less, according to the U. S. Government Survey thereof.

(This mortgage is executed in conformance with the Order of Probate Court of Douglas County, Kansas, dated June 21, 1940.)

STATE OF Kansas)
COUNTY OF Douglas) ss

BE IT REMEMBERED, that on this 2nd day of November, 1940, before me, a Notary Public in and for said County and State, personally appeared Annie E. Newman, as guardian of the persons and estates of George V. Newman, William B. Newman, Boris A. Newman and Mary L. Newman, minors, 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 she executed the same as her free and voluntary act and deed as such guardian for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have herunto set my hand and affixed my official seal the day and year first above written.
(SEAL) My Commission expires November 15th, 1941 C C Gerstenberger 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 \$2300.00, dated August 20, 1940, filed for record on the 2nd day of November 1940 at 4:40 P.M., recorded in Book 73, Page 391 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 \$1400.00, 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 installments of \$35.00 each, the first installment being payable on the 1st day of December, 1940, and the remaining installments being payable on each succeeding interest payment date, and including the 1st day of June, 1940. Mortgagor to have the privilege of paying at any time one or more installments 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 Mortgages recipients, or certified copies thereof, of all 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 on 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 owed by this mortgage has been paid in full, and the within mortgage is hereby cancelled this 4th day of March, 1936.

Belief from Mortgage Company, a corporation, and Paul Reed Commissioner of the Treasury to Paul & Co. of the Emergency Farm Mortgage Act of 1933 as amended.

Paul Reed Commissioner of the Treasury, a corporation, their attorney-in-fact.

Ray T. H. Jones, Vice President

(corp. clari)