

Mortgage Record 72

21

Loan No. _____

Form No. 3310

From

Byron I. Holmes and wife

To

THE FEDERAL LAND BANK
of Wichita, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, SS.

Filed for record on the 10th day of October, 1934

at 1:00 o'clock P. m.

Earl E. Armstrong

Register of Deeds.

By _____

Deputy.

THIS INDENTURE, made this 1st day of August, 1934, between

Byron I. Holmes, Byron Holmes, B. I. Holmes, being one and the same person, and Nellie M. Holmes, his wife of the County of Douglas, and State of Kansas, hereinafter called the mortgagor, whether one or more, and THE FEDERAL LAND BANK OF WICHITA, KANSAS, hereinafter called the mortgagee.

WITNESSETH: That said mortgagor, for and in consideration of the sum of

THREE THOUSAND NINE HUNDRED AND NO/100 (\$3900.00)

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:

The North 15 acres of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty (20), Township Fourteen (14) South, Range Twenty (20) East of the Sixth (6th) Principal Meridian, and commencing at a point 80 rods South from the Northwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty (20), Township Fourteen (14) South, Range Twenty (20) East of the Sixth (6th) Principal Meridian, thence South 18 rods, East 30 rods, thence North 18 rods, thence West to place of beginning, containing 3 $\frac{3}{8}$ acres, more or less; and commencing at the Northwest corner of the Southeast Quarter (SE $\frac{1}{4}$), Section Twenty (20), Township Fourteen (14) South, Range Twenty (20) East, thence South 53 $\frac{1}{3}$ rods, thence East 30 rods, thence North 53 $\frac{1}{3}$ rods, thence West 30 rods to place of beginning, containing 10 acres, less the North 20 feet, and the South $\frac{1}{3}$ of the West 15 acres of the North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty (20), Township Fourteen (14) South, Range Twenty (20) East of the Sixth (6th) Principal Meridian. The East 35 acres of the West 50 acres of the North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty (20), and the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section Twenty (20) excepting 3 acres deeded to Walton in the Northwest corner thereof; also the South 25 acres of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section Twenty (20); also beginning at a point on the South line of Section Twenty-one (21) which is 61 rods East of the Southwest corner of said Section, thence running West 61 rods to the Southwest corner of said Section, thence North 73 rods, thence East 50 rods, thence North 87 rods, thence East 27 $\frac{1}{2}$ rods, thence South 130 rods, thence West 8 $\frac{1}{2}$ rods, thence Southwesterly to a point 19 rods North of the place of beginning, thence South 19 rods to the place of beginning; also all that part of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-eight (28) Lying North and West of the Atchison, Topeka, & Santa Fe Railroad Right-of-Way; all in Township Fourteen (14) South, Range Twenty (20) East of the Sixth (6th) Principal Meridian.

Containing in all 254 acres, more or less, according to the U. S. Government Survey thereof.

Together with all privileges, hereditaments and appurtenances thereunto 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.

Provided, this mortgage is given to secure the payment by the mortgagor to the mortgagee, at its offices in the City of Wichita, State of Kansas, of the sum of \$3900.00 with interest at the rate of 6 $\frac{1}{2}$ per cent per annum, evidenced by a certain promissory note of even date here with, executed by the mortgagor to the mortgagee, conditioned for the payment of said sum and interest on the amortization plan in Sixty-five (65) semi-annual installments, and a final installment of \$100.19 due on the 1st day of August, 1937, unless sooner matured by extra payments on principal, in accordance with the amortization table printed on the back of said note; which note further provides that all sums not paid when due shall bear interest from the due date to the date of payment at the rate of eight per cent per annum.