

# MORTGAGE RECORD No. 78

301

From  
Annie E. Newman et al

To  
THE FEDERAL LAND BANK OF WICHITA  
Wichita, Kansas

State of Kansas  
County of Douglas

This instrument was filed for record in the office of  
REGISTER OF DEEDS  
of said County, on the 2nd day of November  
1940, at 4:40 o'clock P.M.  
Neville D. Bick  
Register of Deeds.

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 N. Newman, Doris A. Newman and Mary L. Newman, minors, of the county of Douglas, State of Kansas, hereinafter called the mortgagee, whether one or more, and THE FEDERAL LAND BANK OF WICHITA, KANSAS, hereinafter called the mortgagee.

WITNESSETH: That said mortgagee, for and in consideration of the sum of  
TWO THOUSAND THREE HUNDRED AND NO/100 (\$2300.00) 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 166 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 166 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 N. Newman, Doris 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 hereunto set my hand and affixed my official seal the day and year first above written.

(SEAL) My Commission expires November 16th, 1941

C C Gerstenberger  
Notary Public

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 mortgagee at the date of this mortgage, or thereafter acquired.

Provided, this mortgage is given to secure the payment by the mortgagee to the mortgagee, at its offices in the City of Wichita, State of Kansas, of the sum of \$2300.00 with interest at the rate of 4% per cent per annum, evidenced by a certain promissory note of even date herewith, executed by the mortgagee to the mortgagee, conditioned for the payment of said sum and interest on the amortization plan in 65 semi-annual installments, and a final installment of \$58.72 due on the 1st day of June, 1975, 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.

See partial return on back of page 183.