

# MORTGAGE RECORD No. 79

State of Kansas }  
County of Douglas } SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 27th day of January, 1934, personally appeared Elza G. Bond and Cecil Bond, her husband to me personally known and known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their 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.

Legal Seal  
My Commission expires November 15, 1937

C. C. Gerstenberger  
Notary Public.

In consideration of the making by The Federal Land Bank of Wichita to Elza G. Bond and Cecil Bond, her husband of the loan secured by the within mortgage, the undersigned National Farm Loan Association hereby indorses this mortgage and becomes liable for the payment of all sums secured thereby.

Dated this 27th day of January, 1934.

The New Valley National Farm Loan Association of Lawrence, Kansas  
By E. S. Henston  
President.  
C. C. Gerstenberger  
Secretary-Treasurer.

Recorded January 29, A. D. 1934 at 9:00 A. M.

*Dea. C. Gerstenberger* Register of Deeds

Appl. #90945-LC-358 Kans.

AMORTIZATION MORTGAGE

Loan No. \_\_\_\_\_

THIS INDENTURE, Made this 1st day of January, 1934, between Elza G. Bond and Cecil Bond, her husband, 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 act of Congress known as the Emergency Farm Mortgage Act of 1933, hereinafter called the Mortgagee.

WITNESSETH: That said Mortgagor, for and in consideration of the sum of THREE HUNDRED AND NO/100 (\$300.00) 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 East Half (2 1/2) of Northeast Quarter (NE 1/4) of Section Thirty (30), Township Thirteen (13) South, Range Nineteen (19) East of the Sixth (6) Principal Meridian, and containing 80 acres, more or less, according to the U. S. Government Survey thereof.

Together with all privileges, hereditaments and appurtenances thereto 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, appurtenances 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, Kansas, in the sum of \$1700.00, dated January 1st, 1934, filed for record on the 29th day of January, 1934, at 9:00 A. M., recorded in Book 79, Page 96, 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 \$300.00, 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 July and January in each year; said principal sum being payable on an amortization plan and in twenty (20) equal, successive semi-annual installments of \$15.00 each, the first installment being payable on the 1st day of July, 1937, and the remaining installments being payable on each succeeding interest payment date, to and including the 1st day of January, 1947; Mortgagor to have the privilege, of paying at any time one or more installments 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 installment 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.
5. To insure and keep insured all buildings and other improvements now on, or which may hereafter be placed on said premises, against loss or damage by fire and/or tornado, in such manner, in such

The amount secured by this mortgage has been paid in full and the within mortgage is hereby cancelled. This deed and copy made and signed and sealed by the National Farm Loan Association, its Agent and Attorney-in-fact, R. H. Jones, Vice President.

(Corp. Seal)

This mortgage was written on the original mortgage entered this 27th day of January, 1934.  
H. J. Jones  
Reg. of Deeds.  
Total Cash.