

## Mortgage Record 81

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

Form No. 3330

<p>FROM</p> <p><u>E. M. Behrmaier et al</u></p> <p>TO</p> <p>THE FEDERAL LAND BANK OF WICHITA Wichita, Kansas</p>	<p>STATE OF KANSAS } ss. COUNTY OF DOUGLAS }</p> <p>This instrument was filed for record in the office of Register of Deeds</p> <p>of said County, on the <u>4</u> day of <u>AUG</u> 1934, at 11:10 o'clock A.M. <u>Edwin D. Armstrong</u> Register of Deeds.</p>
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THIS INDENTURE, made this 1st day of April, 1934, between  
E. M. Behrmaier and Julia M. Behrmaier, his wife and Fred Behrmaier a single man

of the County of Douglas, and State of Kansas, hereinafter called the mortgagor, whether one or more, and THE FEDERAL LAND BANK OF WICHITA, WICHITA, KANSAS, hereinafter called the mortgagee.

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

EIGHT THOUSAND FIVE HUNDRED and no/100 (\$8500.00) 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:

Tract 1.

All that portion of the Northwest Quarter ( $NW\frac{1}{4}$ ) of Section Thirty-four (34), in Township Eleven (11) South of Range Eighteen (18), East of the Sixth (6th) Principal Meridian, lying east of the center of Coon Creek, except the right of way of the Atchison, Topeka and Santa Fe Railroad.

Tract 2.

Beginning at the Northeast ( $NE$ ) corner of the Southwest Quarter ( $SW\frac{1}{4}$ ) of Section Thirty-four (34), Township Eleven (11) South of Range Eighteen (18) East of the Sixth (6th) Principal Meridian, thence most 113 rods, thence south 29 rods, thence east 111 rods, thence south 22 rods, thence east 1 rod, thence south 2 rods, thence east 1 rod, to the east line of said quarter section, thence north to the place of beginning.

Tract 3.

The South Half ( $S\frac{1}{2}$ ) of the Southeast Quarter ( $SE\frac{1}{4}$ ) and Lots one (1) and Two (2) all in Section Thirty (30) Township Eleven (11) South of Range Eighteen (18) East of the Sixth (6th) Principal Meridian, except a tract of thirty (30) acres, conveyed to Mary A. McClannahan by deed recorded in Book Twenty-eight (28) Page 510 and except railroad right of way.

Containing in all 229 acres, more or less, according to the U. S. Government Survey thereof.

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The following is attached to the original instrument:

ATTORNEY'S CERTIFICATE

I, the undersigned attorney for The Federal Land Bank of Wichita, hereby certify that, according to the documents hereinafter mentioned and the disbursement records of said Bank, the mortgage securing loan No. 58221-F of said Bank to E. M. Behrmaier et al covers the property situated in Douglas County in the State of Kansas, which is described in the application for said loan, the land bank appraiser's report or reports thereon, and the abstract or abstracts (including any continuations) of title to said property; that said mortgage has been duly executed and recorded; and that it constitutes the first lien on said property.

June 10, 1934  
Date

J. P. Flinn  
Attorney

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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, 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 \$8500.00 with interest at the rate of 8 per cent per annum, evidenced by a certain promissory note of even date herewith, 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 \$217.81 due on the 1st day of April, 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.