

Mortgage Record 81

Loan No. _____

Form 331

FROM

Bradford H. Powell and wife

TO

LAND BANK COMMISSIONER

STATE OF KANSAS
COUNTY OF DOUGLAS

ss

This instrument was filed for record in the office of

Register of Deeds

of said County, on the 26th day of July

1934, at 4:10 o'clock P. M.

Wm. C. Lambing

Register of Deeds.

THIS INDENTURE, Made this 1st day of July, 1934, between

Bradford H. Powell and Lola S. Powell, his wife

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

FOUR THOUSAND FIVE HUNDRED AND NO/100 (\$4500.00)

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 Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-four (24), Township Fourteen (14) South, Range Eighteen (18) East of the Sixth (6) Principal Meridian; excepting therefrom a parcel 7 rods North (N) and South (S) by 11 $\frac{1}{2}$ rods East (E) and West (W) in the Northeast (NE) corner of said quarter Section, containing about $\frac{1}{2}$ an acre, also excepting 11 $\frac{1}{2}$ acres, more or less, in the Southwest (SW) corner of said quarter Section being that portion thereof lying South (S) of the County Road in Douglas County, Kansas; also the North (N) 120 acres of the Southeast Quarter (SE $\frac{1}{4}$) and the South (S) 50 acres of the Northeast Quarter (NE $\frac{1}{4}$), all in Section Twelve (12), Township Fourteen (14) South, Range Eighteen (18) East of the Sixth (6) Principal Meridian;

containing in all 317.75 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.

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 \$7500.00, dated July 1, 1934, filed for record on the 26th day of July, 1934 at 4:05 P. M., recorded in Book 72, Page 121, 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 \$4500.00, 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 January and July in each year; said principal sum being payable on an amortization plan and in ~~equal~~ equal, successive semi-annual instalments of \$ 225.00 each, the first instalment being payable on the 1st day of January, 1935, and the remaining instalments being payable on each succeeding interest payment date, ~~and each~~ to and including ~~the~~ the 1st day of July, 1947; Mortgagor to have the privilege, of paying at any time one or more instalments 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 instalment of principal.

The Mortgagor does hereby covenant and agree with the Mortgagee, as follows:

1. To be 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.