

Register of Deeds.

LAND BANK COMMISSIONER

H. C. Gauck, also known as Henry C. Gauck, and Elrose Gauck, his wife,

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

NINE HUNDRED AND NO/100 (\$900.00)

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:

and containing in all 40 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.

It is said above granted premises are free and clear of all liens and encumbrances whatsoever, excepting

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 \$ 900.00, 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 September and March in each year; said principal sum being payable on an amortization plan and in 24 equal, successive semi-annual instalments of \$ 45.00 each, the first instalment being payable on the 1st day of September 1937 and the remaining instalments being payable on each succeeding interest payment date, including to and including September 1947; Mortgagor to have the privilege of paying any or all of said instalments at any time prior to the 1st day of March 1947.

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

1. To be now lawfully seized of the free title of all 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 all 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 levied upon said property hereunto before levied; 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.

do hereby certify that a full term of forenoon at the post office herein recited, was made by said District Court, on the _____ day of _____, 189____, and that the same is duly recorded in Federal _____ of _____, 189____. Witness my hand this _____ day of _____, 189____.

Clerk District Court.

Notary Public.

Notary Public.

ATTEST: *Wm. H. Becke*
 I, JOHN CALLAHAN, Clerk of said District Court, do hereby certify that a *Register of Deeds* was made by said District Court, and that the same is duly recorded. Witness my hand this _____ day of _____, 19____.