

Mortgage Record 81

Loan No. _____

Form 3145

FROM

William Spitzli and wife

TO

LAND BANK COMMISSIONER

STATE OF KANSAS
COUNTY OF DOUGLAS

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This instrument was filed for record in the office of
Register of Deedsof said County, on the 17th day of AUGUST19 34 at 9:30 o'clock A.M.Edw. E. Chambers

Register of Deeds.

THIS INDENTURE, Made this 1st day of August, 19 34, betweenWilliam Spitzli and Ellen Spitzli, his wifeips and Johnson

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 J 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 THOUSAND AND NO/100 (\$3000.00)

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
ips and Johnson

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 (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Thirty-four (34) Township Twelve (12) South, Range Twenty-one (21) East of the 5th Principal Meridian in Douglas County, Kansas, and alsoCommencing 40 rods North of the Southwest Corner of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-five (35), Township Twelve (12) South, Range Twenty-one (21) East of the 5th Principal Meridian, thence East 40 rods, thence North 74 rods to Captains Creek, thence up the meanderings of said Captains Creek to Section line, thence South on Section line to beginning, and all of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of said Section, Township and Range lying north and West of Captains Creek in Johnson County Kansas, containing 33 acres,

Containing in all 113 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 \$4500.00 dated August 1st, 1934, filed for record on the 17th day of August 1934 at 9:25 A. M., recorded in Book 72 Page 19 of the records in the office of the Register of Deeds of Douglas County, Kansas, also filed for record on the day of 1934 at M., recorded in Book Page of the records in the office of the Register of Deeds of Johnson 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 \$3000.00, 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 February and August in each year; said principal sum being payable on an amortization plan and in Twenty (20) equal, successive semi-annual instalments of \$150.00 each, the first instalment being payable on the 1st day of February, 19 34 and the remaining instalments being payable on each succeeding interest payment date, ~~and a final instalment to and including~~ ~~of \$150.00, payable on the~~ 1st day of August, 19 47; 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 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.