

Mortgage Record 81

Loan No. _____

Form 1348

FROM

Byron I. Holmes and wife

TO

LAND BANK COMMISSIONER

STATE OF KANSAS
COUNTY OF DOUGLAS

11.

This instrument was filed for record in the office of
Register of Deedsof said County, on the 10th day of _____ Oct.

1934 at 1:05 o'clock P. M.

Elmer E. Campbell
Register of Deeds.

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

Byron I. Holmes, Byron Holmes, R. I. Holmes, being one and the same person, and Nellie M. Holmes, 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

TWO THOUSAND THREE HUNDRED AND NO/100 (\$2300.00)

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 North 15 acres of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty (20), Township Fourteen (14) South, Range Twenty (20) East, and commencing at a point 60 rods South from the Northwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty (20), Township Fourteen (14) South, Range Twenty (20) East of the Sixth (6th) Principal Meridian, thence South 18 rods, East 30 rods, thence North 18 rods thence West to place of beginning, containing 3 $\frac{3}{8}$ acres, more or less; and commencing at the Northwest corner of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty (20), Township Fourteen (14) South, Range Twenty (20) East of the Sixth (6th) Principal Meridian, thence South 53 $\frac{1}{3}$ rods, thence East 30 rods, thence North 53 $\frac{1}{3}$ rods, thence West 30 rods to place of beginning, containing 10 acres, less the North 20 feet, and the South $\frac{1}{3}$ of the West 15 acres of the North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty (20), Township Fourteen (14) South, Range Twenty (20) East of the Sixth (6th) Principal Meridian. The East 35 acres of the West 50 acres of the North Half (N $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty (20), and the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section Twenty (20) excepting 3 acres deeded to Walton in the Northwest corner thereof; also the South 25 acres of the Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of said Section Twenty (20); also beginning at a point on the South line of Section Twenty-one (21) which is 61 rods East of the Southwest corner of said Section, thence running West 61 rods to the Southwest corner of said Section, thence North 73 rods, thence East 50 rods, thence North 87 rods, thence East 27 $\frac{1}{2}$ rods, thence South 130 rods, thence West 8 $\frac{1}{2}$ rods, thence Southwesterly to a point 19 rods North of the place of beginning, thence South 19 rods to the place of beginning; also all that part of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-eight (28) lying North and West of the Atchison, Topoka, & Santa Fe Railroad Right-of-Way; all in Township Fourteen (14) South, Range Twenty (20) East of the Sixth (6th) Principal Meridian. Containing in all 254 acres, more or less. Together with all privileges, hereditaments and appurtenances thereto belonging, or in any wise appertaining, including all water, irrigation and drainage rights, less 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

ing to the
U. S. Gov-
ernment
Survey
thereof.

A first mortgage to The Federal Land Bank of Wichita, in the sum of \$3900.00 dated August 1st, 1934 filed for record on the 10th day of October 1934 at 1:00 P. M. recorded in Book 72 Page 21 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 \$2300.00, 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 substantially equal, successive semi-annual instalments of \$115.00 each, the first instalment being payable on the 1st day of February, 1935, and the remaining instalments being payable on each succeeding interest payment date, to and including the 1st day of August, 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 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.