

Mortgage Record 81

Loan No. _____

— Earnest 1900

FROM

James W. Smith, and Grace L. Smith.

his wife.

TO

LAND BANK COMMISSIONER

STATE OF KANSAS
COUNTY OF DOUGLAS

1.59

This instrument was filed for record in the office of

..REGISTER..OF..DEEDS

of said County, on the 26th day of October

19-34, at 0:40.....o'clock.....A.....M

Ernie E. Brown

Register of Dec's

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

~~James L. Smith, and Grace L. Smith, 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 AND NO/100 (\$4000.00)

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:

Commencing at a point on the West line of the Shawnee Indian Reservation in the Southwest Quarter (SW¹/₄) of Section Two (2) Township Thirteen (13) South of Range Twenty (20) East of the Sixth Principal Meridian, at a point which is 1193.76 feet South of the South line of the Atchison, Topeka and Santa Fe Railway Right of Way, for a point of beginning, thence West 2919.18 feet more or less, to the West line of the Southeast Quarter (SE¹/₄) of Section Three (3) Township Thirteen (13) Range Twenty (20) thence South to the Southwest corner of said Southeast Quarter (SE¹/₄) of said Section Three (3) thence East along the South lines of the said Southeast Quarter (SE¹/₄) of Section Three (3) and the said Southwest Quarter (SW¹/₄) of Section Two (2) to the West line of said Shawnee Indian Reservation, thence North along said West line to the point of beginning, being 91.20 acres more or less, less two tracts conveyed to the State of Kansas for highway purposes by deeds recorded in Book 125, page 591 and in Book 125 page 592 in Douglas County, Kansas. The Northwest Quarter (NW¹/₄) of the Northeast Quarter (NE¹/₄) and the South Half (S¹/₂) of the Northeast Quarter (NE¹/₄) of the Northeast Quarter (NE¹/₄) of Section Five (5) Township Thirteen (13) South of Range Twenty (20) East of the Sixth Principal Meridian, Containing

in all 143.33 Acres of more or less, more or less, together with all and singular rights and appurtenances thereto in any way appertaining, including all water, irrigation and drainage rights of every kind and description, hereunto evidenced or manifested, and all rights of way, apparatus and fixtures belonging to or used in connection therewith, whether owned by the Mortgagee 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 \$7000.00 dated October 1, 1934 filed for record on the 28th day of October 1934 at 9:35 A. M., recorded in Book 81, Page 144 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 \$ 4000.00 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 March and September in each year; said principal sum being payable on an amortization plan and in twenty (20) equal installments of \$ 200.00 each, the first instalment being payable on the 1st day of March 1938 and the remaining instalments being payable on each succeeding interest payment date subsequent to the 1st day of September 1947; Mortgagee 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 fully and lawfully advised and agree with the Mortgagee, as follows:
1. To be fully and lawfully advised of the simple nature of the specified 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 therein 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 lawfully levied against the property herein conveyed for the payment of taxes, receipts, or certified copies thereof, evidencing such payment.
4. To pay at all times during the existence of this mortgage all due sums of money with interest on any mortgage, judgment, lien or encumbrance senior to the debts, or certified copies thereof, evidencing such payment; and to perform all other covenants and conditions contained in any such mortgage.

907 release, 87-358