

Mortgage Record 81

Loan No. _____

Form 1216

FROM

Edward S. Harvey et al

STATE OF KANSAS
COUNTY OF DOUGLASThis instrument was filed for record in the office of
Register of Deeds

of said County, on the 8 day of Nov.

1934, at 2:55 o'clock P. M.

Chas E. Armstrong

Register of Deeds.

TO

LAND BANK COMMISSIONER

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

Edward S. Harvey and Maud Harvey, 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 Mortgage.

WITNESSETH: That said Mortgagor, for and in consideration of the sum of
Seven Thousand Five Hundred and No/100 (\$7500.00)

DOLLARS,

in hand paid by the Mortgagor, receipt of which is hereby acknowledged, has granted, bargained and sold, and does by these presents grant, bargain, sell and convey to said Mortgagor, all of the following described real estate situate in the County of Douglas, and State of Kansas, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-one (21), Township Thirteen (13) South of Range Twenty (20) East, less the North one-half (N $\frac{1}{2}$) of the East Sixty (60) acres of said Quarter Section.

Beginning at the center of Wakarusa Creek forty-three (43) rods East of the West line of the Southwest Quarter (SW $\frac{1}{4}$) of Section Sixteen (16) Township Thirteen (13) South of Range Twenty (20) East of the Sixth Principal Meridian; thence South to a point Eighty (80) rods South of the North line of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-one (21), Township Thirteen (13) South of Range Twenty (20) East of Sixth Principal Meridian; East to the East line of said Northwest Quarter (NW $\frac{1}{4}$) Section Twenty-one (21) North to the center of said Wakarusa Creek Westward along the center of said creek to the place of beginning.

Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-three (33), Township Thirteen (13) South of Range Twenty (20) East, less five acres taken for or conveyed to Leavenworth, Lawrence and Galveston Railroad Company.

The North Half (N $\frac{1}{2}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-one (21) Township Thirteen (13) South, Range Twenty (20) East The Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-eight (28) Township Thirteen (13) South of Range Twenty (20) East of the Sixth Principal Meridian,

Containing in all 578 acres, according to the U. S. Government Survey thereof.

Together with all privileges, hereditaments and appurtenances thereto 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 \$12,000.00 dated October 1 1934, filed for record on the 6th day of November 1934, at 2:30 P. M., recorded in Book 81 Page 145 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 \$7500.00 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 ~~equal~~ ^{twenty (20)} equal, successive semi-annual instalments of \$375.00 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, ~~and including~~ ^{to and including} ~~and including~~ ^{and including} the 1st day of September, 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.

ATTEST:

Harold H. Black

NOTARY PUBLIC

J. JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that the judgment of foreclosure and sale hereinbefore made was made by said District Court, on the 11 day of Nov. 1934, and that the same is duly recorded in Journal Book 81 Page 145 of said County.

Witness my hand this 23 day of Sept. 1934.

John Callahan, Clerk of the District Court