

## Mortgage Record 81

Loan No. \_\_\_\_\_

Form 1344

FROM

George L. McCarty, et al

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 9<sup>th</sup> day of November

1934, at 1:55 o'clock P. M.

*Em E. Clumbeag*

Register of Deeds

THIS INDENTURE, Made this 1<sup>st</sup> day of October, 1934, between

George L. McCarty and Bertha McCarty, his wife; Minnie L. Novak and Victor Novak, her husband

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 TWO HUNDRED AND NO/100 (\$2200.00)

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:

Northeast Quarter (NE<sup>1</sup>/<sub>4</sub>) of Section Twenty-two (22), Township Twelve (12) South, Range Eighteen (18) East of the Sixth (6th) Principal Meridian, less right-of-way for highway;

containing in all 158.02 acres, more or less, according to the U. S. Government survey thereof.

§§ §

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

§§.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 2nd day of November 1934, personally appeared Minnie L. Novak and Victor Novak, her husband, to me personally known and known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

Legal Seal

My Commission expires Sept. 5-1938

Harry A. Whitelock  
Notary Public

Together with all privileges, hereditaments and appurtenances therunto 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 \$3000.00 dated October 1, 1934 filed for record on the 9 day of November 1934 at 1:50 P. M. recorded in Book 81 Page 148 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 \$2200.00, 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 1<sup>st</sup> day of March and September in each year; said principal sum being payable on an amortization plan and in ~~equal~~ equal, successive semi-annual instalments of \$110.00 each, the first instalment being payable on the 1<sup>st</sup> day of March, 1938 and the remaining instalments being payable on each succeeding interest payment date, ~~including the first~~ to and including the 1<sup>st</sup> 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.