

## Mortgage Record 81

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

Form 734b

FROM

Robert Peterson and Helen Peterson, his 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 Deeds

of said County, on the 21st day of November

1934 at 10:15 o'clock A. M.

Edna S. Armstrong

Register of Deeds.

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

Robert Peterson and Helen Peterson, 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

ONE THOUSAND SIX HUNDRED AND NO/100 (\$1600.00)

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 West Half (W $\frac{1}{2}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) of Section Eleven (11) Township Thirteen (13) South, Range Eighteen (18) East, and commencing at the northwest corner of the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Eleven (11) Township Thirteen (13) South, Range Eighteen (18) East, thence south on the west line of said Quarter Section to a point where said west line first intersects the middle of the channel of Wakarusa Creek, thence northeasterly down the middle of the channel of said creek to the point on said creek known as Kinsey Ford, thence southeasterly down the middle of the channel of said creek to a point 17 chains south of the north line of said Quarter Section, thence east to a point 18.75 chains east of the west line of said Quarter Section, thence north to the north line of said Quarter Section, thence west on said north line 18.75 chains to the place of beginning, containing 30 acres, more or less, reserving the right-of-way across said ford, thence southeasterly along the north bank of said creek to the south line of the land herein described last, in Douglas County, Kansas. Containing in all 110 acres, more or less, 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 mortgagee granted premises are free and clear of all liens and encumbrances whatsoever excepting as follows:

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 \$1600.00, 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 June and 1st day of December in each year; said principal sum being payable on an amortization plan and in sixty-five equal, successive semi-annual instalments, of \$80.00 each, the first instalment being payable on the 1st day of June, 1938, and the remaining instalments being payable on each succeeding interest payment date, and a final instalment to and including of \$800.00 payable on the 1st day of December, 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.

See index, 44-85-231