

## Mortgage Record 81

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

Form 334

FROM

Daniel W. Terry and Anna Terry, his wife, et al.

TO

LAND BANK COMMISSIONER

STATE OF KANSAS

COUNTY OF DOUGLAS

15

This instrument was filed for record in the office of  
Register of Deeds

of said County, on the 27th day of December

1934, at 9:50 o'clock A.M.

*Em & Carberry*

Register of Deeds.

THIS INDENTURE, Made this 1st day of September 1934 between Daniel W. Terry, also known as D. W. Terry and Anna Terry, also known as Anna Terry, his wife, Ruth Terry, a widow; George Terry, a minor and James Terry a minor, by their Guardian: Wabel Weaver and Lawrence Braver, her husband; Elsie Bennett, and George Bennett, her husband; Frank W. Terry and Benneta Terry, his wife; Gladys Ewing nee Gladys Terry and Eugene Ewing, her husband, all 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 J 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 ONE HUNDRED AND NO/100 (\$1100.00)

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: (14)  
The South (S) 100 acres of the Southwest Quarter (SW) of Section Twenty-seven (27), Township Fourteen South, Range Twenty (20) East of the North (N) Principal Meridian; containing in all 100 acres, more or less, according to the U.S. Government survey thereon.

State of Missouri County of Jackson SS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 25th day of September, 1934, personally appeared Elsie Bennett and George Bennett, her husband to me to be known to be the identical persons who executed the within and foregoing instrument and acknowledged to me 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.

Seal

My Commission expires Sept. 25, 1937. Allie May Haworth, Notary Public, Jackson Co., Mo.

State of Wyoming, County of Platte, SS.

On this 6th day of September 1934, personally appeared before me, a notary public in and for said county Frank W. Terry and Wanneta Terry husband and wife to me known to be the identical persons who signed the foregoing instrument, and acknowledged the same to be their voluntary act and deed.

Witness my hand and notarial seal the date last aforesaid.

Seal

My commission expires 7-1-38

Leone Rutler Notary Public

Together with all privileges, hereditaments and appurtenances thereunto 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 \$2000.00, dated September 1, 1934, filed for record on the 27th day of December, 1934 at 9:45 A.M. recorded in Book 61, Page 159, of the records in the office of the Register of Deeds of Douglas County, Kansas.

State of Kansas, Douglas County, SS.

Be it Remembered, that on this 16 day of Nov. A. D. 1934 before me, W. M. Clark, a Notary Public, in and for said County and State, came Daniel W. Terry and Anna Terry his wife, and Gladys Ewing and Eugene Ewing, her husband to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Seal

My commission expires May 15, 1935

W. M. Clark Notary Public

State of Kansas, Johnson County, SS.

Be it Remembered that on this 28th day of Nov. A. D. 1934, before me Lena Walters, a Notary Public in and for said County and State, came Ruth Terry for herself and as guardian for George Lloyd Terry and James William Terry to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written. Seal. My commission expires Dec. 13, 1937

Lena Walters Notary Public

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

\$1100.00

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 the equal, successive semi-annual instalments of \$55.00 each, the first instalment being payable on the 1st day of

March

Twenty (20)

1938, and the remaining instalments being payable on each succeeding interest payment date, ~~beginning on the 1st day of~~ to and including

the 1st day of September 1937, 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 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.