

Receiving No. 26

Mortgage Record 81

Loan No. _____
Appl. No. 151026-358-Kansas

FROM

John Hout

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 19 day of January
1935, at 4:45 o'clock P. M.*Narvel A. Beck*
Register of Deeds

THIS INDENTURE, Made this 1st day of January, 1935, between

John Hout also known as John H. Hout and Minnie L. Hout also known as Minnie Hout, 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 ~~Emergency Farm Mortgage Act of 1914~~ ^{as amended} hereinafter called the Mortgagee.

WITNESSETH: That said Mortgagor, for and in consideration of the sum of

ONE THOUSAND FOUR HUNDRED AND 00/100 (\$1400.00)

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 100 acres of the Southwest Quarter (SW $\frac{1}{4}$) of Section Twenty-three (23), Township Thirteen (13) South, Range Eighteen (18) East of the Sixth (6th) Principal Meridian. Also one and one-fourth acres in the same section, township and range above named, described as follows: Beginning 932 feet East of the Southwest corner of the Northwest Quarter (NW $\frac{1}{4}$), thence running North 146 feet, thence East 376 feet, thence South 146 feet, thence West 376 feet to place of beginning. Beginning at a point 16 rods North of the South line, and 1337 feet East of the West line of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-six (26) in Township Thirteen (13) South, Range Eighteen (18) East of the Sixth (6th) Principal Meridian, thence running North 680 feet to the center of channel of Rock Creek, thence along and up the channel of said creek Northwesterly to mouth of ditch 668 $\frac{1}{2}$ feet South and 462 feet East of the Northwest corner of said Section Twenty-six (26), thence along the center of Ditch to the West line of said Section; thence North to the Northwest corner of said section; thence East 100 rods, thence South 144 rods; thence West 513 feet to the place of beginning, containing 35 and 92/100 acres, more or less.

Containing in all, 137.17 acres, more or less, according to the U. S. Government Survey thereof.

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 \$2400.00, dated January 1, 1935, filed for record on the 19 day of January, 1935 at 4:40 P. M., recorded in Book 81 Page 165 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 \$1400.00, 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 July and January in each year; said principal sum being payable on an amortization plan and in ^{twenty (20)} successive semi-annual instalments of \$70.00 each, the first instalment being payable on the 1st day of July, 1938, and the remaining instalments being payable on each succeeding interest payment date ^{to and including} the 1st day of January, 1948.

~~Notwithstanding the foregoing, the 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 whosever.
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.

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