

Mortgage Record 81

Receiving No. 220

Loan No.

Appl. #148827-424-Kansas

FROM

Henry H. Fishburn

TO

LAND BANK COMMISSIONER

STATE OF KANSAS
COUNTY OF DOUGLASThis instrument was filed for record in the office of
Register of Deedsof said County, on the 9 day of March
1935, at 10:05 o'clock A. M.Harold A. Bost
Register of Deeds.

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

Henry H. Fishburn and Nannie M. Fishburn, also known as Nanny M. Fishburn, his wife
and Franklin
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 1933~~ ^{as amended} hereinafter called the Mortgagee.

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

ONE THOUSAND TWO HUNDRED AND NO/100 (\$1200.00)

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:

North Half (N $\frac{1}{2}$) of Southeast Quarter (SE $\frac{1}{4}$) and Southeast Quarter (SE $\frac{1}{4}$) of Northeast Quarter
(NE $\frac{1}{4}$) and Northeast Quarter (NE $\frac{1}{4}$) of Southwest Quarter (SW $\frac{1}{4}$) of Section Ten (10), Township
Fifteen (15) South, Range Eighteen (18) East of the Sixth (6) Principal Meridian, in
Douglas County, Kansas;

Northwest Quarter (NW $\frac{1}{4}$) of Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-three (23), Township
Fifteen (15) South, Range Eighteen (18) East of the Sixth (6) Principal Meridian, excepting
1 acre from said Northwest Quarter (NW $\frac{1}{4}$) of Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-three
(23) described as follows: Commencing at a point 78 rods East and 33 rods South of the Northwest
corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-three (23), Township Fifteen (15) South,
Range Eighteen (18) East of the Sixth (6) Principal Meridian, thence West 20 rods, thence South
8 rods, thence East 20 rods, thence North 8 rods to place of beginning; in Franklin County, Kansas;

Containing in all 199 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 \$3400.00, dated March 1, 1935, filed for record on the 9 day
of March 1935, at 10:00 A. M., recorded in Book 81 Page 171 of the records in the office of Register
of Deeds of Douglas County, Kansas; and also filed for record on the 4 day of March, 1935, at 4:30
P. M., recorded in Book 79 Page 102 of the records in the office of Register of Deeds of Franklin
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
\$ 1200.00, 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
September and March in each year; said principal sum being payable on an amortiza-
tion plan and in ^{twenty (20)} ~~successive~~ equal, successive semi-annual instalments of \$60.00 each, the first instalment being payable on the 1st day of
September, 1938, and the remaining instalments being payable on each succeeding interest payment date, ~~and on each instalment~~
to and including the 1st day of March, 1948; 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 dis-~~

charge 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 re-
ceipts, 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.