

## Mortgage Record 81

Receiving No. 352

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

April, #141645-358-Kansas

FROM

FRANCIS G. HUGHES

TO

LAND BANK COMMISSIONER

STATE OF KANSAS

COUNTY OF DOUGLAS

11

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

of said County, on the 3 day of April

1935, at 3:50 o'clock P. M.

Harold A. Cook  
Register of Deeds.

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

Francis G. Hughes and Alra S. Hughes, also known as Alra Hughes, his wife; Mydia G. Hughes, a widow;  
L. D. Hughes and Hazel S. Hughes, 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 1933~~ <sup>as amended</sup> hereinafter called the Mortgagee.

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

THREE THOUSAND FIVE HUNDRED AND NO/100 (\$3500.00)

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:

Northwest Fractional Quarter (NW  $\frac{1}{4}$ ) of Section Two (2), Township Thirteen (13) South, Range  
Twenty (20) East of the Sixth (6) Principal Meridian, lying East of the West line of the Shawnee  
Indian Reservation, containing 139.41 acres;  
EXCEPTING therefrom the following described tract of land: Beginning at the Northeast corner of  
Northwest Quarter (NW  $\frac{1}{4}$ ) of Northwest Quarter (NW  $\frac{1}{4}$ ) of said Section Two (2), thence running West  
10 rods, thence South 16 rods, thence East 10 rods, thence North 16 rods to the place of beginning;  
Also EXCEPTING therefrom a certain tract of land, containing about 2.29 acres conveyed by William  
Hughes and wife to the Kansas City, Topeka and Western Railroad Company for right-of-way and de-  
scribed in Deed dated May 19, 1885, and recorded in Book 38 Page 269, of the records of Douglas  
County, Kansas;  
Also EXCEPTING therefrom the East 27.44 acres thereof, described as follows: Beginning at the  
Northeast corner of Northwest Quarter (NW  $\frac{1}{4}$ ) of Section Two (2), thence West on the North line  
of said quarter section 475.5 feet, thence South parallel to the East line of said quarter section  
2511.3 feet to point of intersection with the North line of the Atchison, Topeka and Santa Fe  
Railway right-of-way, thence East along said right-of-way line 475.5 feet to the East line of  
said quarter section, thence North on the East line of said quarter section 2517.2 feet to the  
point of beginning;

Containing in all 108.68 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 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 \$5000.00, dated November 1, 1934, filed for  
record on the 3 day of April 1935, at 3:45 P.M., recorded in Book 81 Page 174 of the records in the  
office of 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  
\$3500.00 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  
February and August in each year; said principal sum being payable on an amortiza-  
tion plan and by ~~equal~~ <sup>twenty (20)</sup> successive semi-annual instalments of \$175.00 each, the first instalment being payable on the 1st day of  
February 1935, and the remaining instalments being payable on each succeeding interest payment date, ~~including the 1st day of August, 1947~~  
to and including the 1st day of August, 1947  
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.