

## Mortgage Record 81

Receiving No. 800

Loan No.

FROM

Charles W. Detwiler, et al

TO

**LAND BANK COMMISSIONER**

STATE OF KANSAS

COUNTY OF DOUGLAS 32

This instrument  
Register of Deeds

of said County, on the 1 day of August

19.35, at 8:50 o'clock A. M.

Harold A. Beck  
Register of Deeds.

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

Charles W. Detwiler, also known as Charles Detwiler, and Gladys L. Detwiler, 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~~ Emergency Farm Mortgage Act of 1933, hereinafter called the Mortgage.

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

ONE THOUSAND EIGHT HUNDRED AND NO/100 (\$1800.00)

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 ( $\frac{1}{2}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of Section Eleven (11), Township Fifteen (15) South, Range Nineteen (19) East of the Sixth Principal Meridian, except a tract described as follows: Beginning at a point 3 feet east of the Northwest corner of the Southwest Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of Section Eleven (11), then west 19 feet of said corner, thence South 601 feet, thence East 164 feet, thence North and slightly west 615 feet to place of beginning; the South Half ( $\frac{1}{2}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) and the North Half ( $\frac{1}{2}$ ) of the Northwest Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ) and the North ten (10) acres of the South thirty (30) acres of the Southwest Quarter ( $\frac{1}{4}$ ) of the Southwest Quarter ( $\frac{1}{4}$ ), all in Section Eleven (11), Township Fifteen (15) South, Range Nineteen (19) East of the Sixth Principal Meridian;

Containing in all 53½ 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.

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 \$1,800.00 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 October and April in each year; said principal sum being payable on an amortization plan and in Twenty (20) successive semi-annual instalments of \$90.00 each, the first instalment being payable on the 1st day of October 1938 and the remaining instalments being payable on each succeeding interest payment date to and including the 1st day of April 1948; Mortgagee 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 of all 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 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 lawfully levied against the property herein conveyed; and to deliver 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 request, judgment, lien or encumbrance, evidencing such payment; and to perform all other covenants and conditions contained in any such mortgage, judgment, lien or encumbrance.

4 on septoria, 25 Sept. 85 - Baye 66