

Mortgage Record 81

Receiving No. 1442

Loan No.

FROM

BENJAMIN H. MOHLER and wife

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 4 day of November

1935 at 10:35 o'clock A.M.

Harold A. Buck
Register of Deeds.

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

Benjamin H. Mohler, also known as Benjamin H. Mohler, and Mary Lula Mohler, 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 Mortgagee.

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

TWO THOUSAND SEVEN HUNDRED AND NO/100 (\$2700.00)

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:

Southeast quarter (SE $\frac{1}{4}$) of Section Twenty-three (23) and beginning at the Northeast corner of the Northwest quarter (NW $\frac{1}{4}$) of Section Twenty-three (23), Township Fourteen (14) South, Range Eighteen (18) East of the Sixth Principal Meridian, thence South along the East side of said quarter section, 160 rods, thence West along the South side of said quarter section 1282 feet, more or less, to a corner stone, thence north to the center of the county road, thence along the center of the county road, in a Northeasterly direction to where said county road crosses the north line of said quarter section, thence East along said North line to the place of beginning, less however, the following: A Tract of land in the Northwest quarter (NW $\frac{1}{4}$) of said Section Twenty-three (23) beginning at the Northeast corner of said quarter section, thence South 0 degrees 24' East along the North line of said quarter section, 338.5 feet, thence North 34 degrees 58' West 297.7 feet, thence North 36 degrees 17' West 116.8 feet, more or less, to the North line of said quarter section, thence North 89 degrees 55' East along said Section line 237.4 feet, more or less, to the point of beginning, subject to highway; and

Containing 229.09 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 \$4500.00, dated October 1, 1935, filed for record on the 4 day of November, 1935 at 10:30 A.M.; recorded in Book 81 at Page 193 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 \$2700.00, 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 ~~equal~~ ^{twenty (20)} successive semi-annual instalments of \$135.00 each, the first instalment being payable on the 1st day of March, 1939, and the remaining instalments being payable on each succeeding interest payment date, ~~and including the~~ ^{and including the} 1st day of September, 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 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 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.

I, JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that this mortgage was duly recorded in Book 81 at Page 193 in the office of the Register of Deeds, of Douglas County, Kansas, on the 4 day of November, 1935 at 10:30 A.M. and that the same is duly recorded in the office of the Register of Deeds, of Douglas County, Kansas, on the 4 day of November, 1935 at 10:30 A.M. Witness my hand this 14 day of November, 1935.

ATTEST:

Harold A. Buck
Register of Deeds.

116-20 or more property

14 day of November 1935