

STATE OF KANSAS, Douglas COUNTY, ss.

BE IT REMEMBERED, That on this 12th day of November, A. D. 1947,

before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

Earle L. Duffin and Josephine E. Duffin,

to me personally known to be the same persons, who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

(Commission expires 19)

Recorded November 13, 1947 at 3:00 P.M.

Walter R. Beck, Register of Deeds.

33962 Book 28

AMORTIZATION MORTGAGE

Loan No.

THIS INDENTURE, Made this 28th day of August, 1947, between

I. O. FRIEDRICH, a single man,

of the County of Douglas, and State of Kansas, hereinafter called mortgagor, whether one or more, and THE FEDERAL LAND BANK OF WICHITA, Kansas, hereinafter called mortgagee.

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

TWO THOUSAND EIGHT HUNDRED AND NO/100 (\$2,800.00) DOLLARS, in hand paid by mortgagee, receipt of which is hereby acknowledged, mortgages to said mortgagee, all of the following described real estate situate in the County of Douglas, and State of Kansas, to-wit:

The North Half of the Southeast Quarter of Section Eighteen, Township Fifteen South, Range Twenty East of the Sixth Principal Meridian; also beginning 65 rods West of the southeast corner of the Northeast Quarter of Section Eighteen, thence East 65 rods to the southeast corner of said Northeast Quarter of Section Eighteen, thence North 7.16 rods, thence West 61 rods, thence southwest to beginning, containing in the aggregate 83 acres, more or less, less the Santa Fe railroad right of way;

Containing in all 81 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 mortgagor at the date of this mortgage, or thereafter acquired.

This mortgage is given to secure the payment of a promissory note of even date herewith, executed by mortgagor to mortgagee, in the amount of \$2,800.00, with interest at the rate of 4 per cent per annum, said principal, with interest, being payable on the amortization plan in semi-annual installments, the last installment being due and payable on the 1st day of December, 1980, and providing that defaulted payments shall bear interest at the rate of six per cent per annum.

Mortgagor hereby covenants and agrees with 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; and to warrant and defend the title thereto against the lawful claims or demands of all persons whomsoever.
2. To pay when due all payments provided for in the note(s) secured hereby.
3. To pay when due all taxes, liens, judgments, or assessments which may be lawfully assessed or levied against the property herein mortgaged.