

45742

106A REV. 9-28

## AMORTIZATION MORTGAGE

Loan No.

THIS INDENTURE, Made this 22nd day of FEBRUARY, 19 52, between

JACK HENRY and BETTY LOU HENRY, his wife; and  
MAE HENRY, a widowof the County of DOUGLAS, and State of KANSAS, hereinafter  
called mortgagor, whether one or more, and THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas, hereinafter called  
mortgagee.

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

ELEVEN THOUSAND SIX HUNDRED and NO/100 (\$11,600.00) . . . . . DOLLARS,  
in hand paid by mortgagee, receipt of which is hereby acknowledged, mortgages to said mortgagee, all of the following de-  
scribed real estate situate in the County of DOUGLAS, and State of KANSAS, to-wit:TRACT IThe West twenty (20) acres of the South half ( $S\frac{1}{2}$ ) of the Northwest Quarter ( $NE\frac{1}{4}$ )  
of Section Thirteen (13), Township Twelve (12), Range Seventeen (17) in Douglas  
County Kansas.Also the East ten (10) acres of the South half ( $S\frac{1}{2}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ )  
of Section Fourteen (14), Township Twelve (12), Range Seventeen (17), in Douglas  
County, Kansas.TRACT IIFrom an iron pin located 663.25 feet South and 678.5 feet West of the North East  
corner of Section 14, Township 12, South Range 17 East, run S. 5 deg. 30 min. West  
46.25 feet to point of beginning, thence S. 5 deg. 30 min. West 278.75 feet, thence  
N. 84 deg. 30 min. West 300 feet thence N. 5 deg. 30 min. East 205 feet thence N. 84  
deg. 30 min. West 118 feet, thence N. 85 deg. 07 min. West 142 feet, thence N. 5 deg.  
30 min. East 121.50 feet, thence N. 84 deg. 30 min. West 1117.50 feet, thence S. 0 deg.  
16 min. West 798.20 feet, thence South 89 deg. 22 min. East 2225.50 feet, thence N.  
3 deg. 50 min. East 145.00 feet, thence S. 85 deg. 48 min. East 126.60 feet, thence  
N. on Section line 288.00 feet, thence North 74 deg. 20 min. West 708.40 feet, to  
point of beginning, containing 31.6 acres, more or less.TRACT IIIThe West 70 acres of the South half ( $S\frac{1}{2}$ ) of the Northeast Quarter ( $NE\frac{1}{4}$ ) of Section  
Fourteen (14), Township Twelve (12), Range Seventeen (17).TRACT IVThe North Half of the South West Quarter of Section Fourteen (14) and the East Half  
of the North West Quarter of Section Fourteen (14) except a trust for a cemetery  
described as follows: Commencing at a point 36 rods West of the Northeast corner  
of said Quarter Section thence South 24 rods, thence West 24 rods, thence North 24  
rods, thence East 24 rods to the place of beginning, containing 76.4 acres, and  
containing in all 156.4 acres, more or less, all in Township Twelve (12) Range  
Seventeen (17) in Douglas County, Kansas.CONTAINING in all 288 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 mort-  
gagee, in the amount of \$ 11,600.00, 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 first day of JUNE, 19 85, and providing that defaulted payments shall bear inter-  
est 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.
4. To insure and keep insured buildings and other improvements now on, or which may hereafter be placed on, said premises, against loss or damage by fire and/or tornado, in companies and amounts satisfactory to mortgagee, any policy evidencing such insurance to be deposited with, and loss thereunder to be payable to mortgagee as its interest may appear. At the option of mortgagor, and subject to general regulations of the Farm Credit Administration, sums so received by mortgagee may be used to pay for reconstruction of the destroyed improvement(s); or, if not so applied may, at the option of mortgagee, be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

For Partial Release of Mortgage See Book 135 Page 288