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191A REV. 9-18

45856 BOOK 101

Loan No.

AMORTIZATION MORTGAGE

THIS INDENTURE, Made this 3rd day of MARCH, 1952, between

CLIFFORD W. DAVENPORT and MARY K. DAVENPORT, his wife

of 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
SIXTEEN THOUSAND NINE HUNDRED AND NO/100 (\$16,900.00) 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:

The East $\frac{1}{2}$ of Section 34, Township 12 South, Range 19 East of the 6th P. M., Less Commencing 1 rod west of the Northeast corner of said Section; thence South 68 rods; thence West 39 rods; thence South 45 rods; thence West 40 rods; thence North 103 rods; thence East 79 rods to beginning.

Also Less beginning at a point 952 feet East of the Northwest corner of the Northeast $\frac{1}{4}$ of Section 34, Township 12, South, Range 19 East; thence South 700 feet; thence East 368 feet; thence North 700 feet; thence West 368 feet to beginning, also

Leas beginning at a point 952 feet East of the Northwest corner of the Northeast $\frac{1}{4}$ of Section 34, Township 12 South, Range 19 East, and South 700 feet for a point of beginning thence South 32.75 feet; thence South 640 20' East 389.5 feet; thence North 201 feet; thence West 350 feet to point of beginning, containing .939 acres, in Douglas County, Kansas.

CONTAINING in all 273 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 \$ 16,900.00 , with interest at the rate of 4% per cent per annum, said principal, with interest, being payable by the mortgagor in semi-annual installments, the last installment being due and payable on the first day of JUNE, 19 72, 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 seised of the fee simple title of all of said above described real estate; to have good title 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 or hereditaments or hereditaments of the mortgagor.
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; and to pay all taxes, assessments, and other levies, including Federal, State, and Local, and 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 the debt secured by the note(s).

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