

STATE OF KANSAS COUNTY, DOUGLAS } SS.

BE IT REMEMBERED, That on this 27th day of November A. D. 1963 before me, a Notary Public in the aforesaid County and State, came Marvin E. Wood and Sherry G. Wood, husband and wife

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

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

My Commission Expires April 21 1966

L. E. Eby Notary Public

1963 release was verified on the original mortgage this entered day of October 1963

Reg. of Deeds

Recorded November 27, 1963 at 2:20 P.M.

RELEASE

The undersigned, owner of the within mortgage, hereby acknowledges the full payment of the debt secured thereby, and authorizes the Register of Deeds to enter the discharge of this mortgage of record. Dated this 1st day of October 1969

(Corp. Seal)

The Lawrence Savings Association formerly known as  
THE LAWRENCE BUILDING AND LOAN ASSOCIATION  
by M. D. Vaughn, Executive Vice President  
Mortgagee.

USDA - FHA  
Form FHA 427-1 Kans.  
(Rev. 6-22-62)

BOOK 136

REAL ESTATE MORTGAGE FOR KANSAS

(INSURED INDIVIDUAL FO, LH OR SW LOAN)

KNOW ALL MEN BY THESE PRESENTS, Dated November 27, 1963

WHEREAS, the undersigned Max McClure and Sarah McClure, his wife and Ethel E.

McClure

residing in Douglas County, Kansas, whose post office

address is Route 1, Emporia, Kansas,  
herein called "Borrower," are (is) justly indebted to the United States of America, acting through the Farmers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by a

certain promissory note, herein called "the note," dated November 27, 1963, for the principal sum of

Sixteen thousand and no/100 Dollars (\$16,000.00), with interest at

the rate of Five percent (5%) per annum, executed by Borrower and payable to the order

of the Government in installments as specified therein, the final installment being due on November 27, 1968, which note authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower; and

WHEREAS, the note evidences a loan to Borrower in the principal amount specified therein, made with the purpose and intention that the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949; and

WHEREAS, when payment of the note is insured by the Government, it may be assigned from time to time and each holder of the insured note, in turn, will be the insured lender; and

WHEREAS, when payment of the note is insured by the Government, the Government will execute and deliver to the insured lender along with the note an insurance endorsement insuring the payment of the note fully as to principal and interest; and

WHEREAS, at all times when payment of the note is insured by the Government, the Government by agreement with the insured lender set forth in the insurance endorsement will be entitled to a specified portion of the interest payments on the note, to be designated the "annual charge"; and

WHEREAS, a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Borrower and any others in connection with said loan, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to the Government; and

WHEREAS, it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, this instrument shall secure payment of the note; but when the note is held by an insured lender, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance endorsement by reason of any default by Borrower;

NOW, THEREFORE, in consideration of said loan and (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, (b) at all times when the note is held by an insured lender, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance endorsement by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement, Borrower does hereby mortgage, assign, and warrant to the Government the following property situated in the State of Kansas, County (ies) of Douglas:

The West Half of Section Thirteen (13), excepting therefrom a parcel of land containing 1.75 acres, more or less, conveyed for federal purposes, bounded and described as follows: Beginning at a point 20 feet North of the Southeast corner of said Section, and running thence West 20 rods, thence North 10 rods, thence East 20 rods, thence South 10 rods to the place of beginning; also the North Half of Section Fourteen (14), and the Southeast 1/4 of Section 14, all in Township Twelve (12) South, Range Eighteen (18) East of the Sixth Principal Meridian.

For Satisfaction of Mortgage See Book 140 - Page 24  
For Satisfaction of Mortgage See Book 137 Page 582