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The East 30 acres of the South one-half of the Northeast Quarter of Section 26, Township 12 South, Range 19 East, less the following three tracts:

1. Beginning at a point 208.71 feet East of the Southwest corner of said 30 acre tract, above described, thence West 208.71 feet, thence North 417.42 feet, thence in a southeasterly direction 466.84 feet to the point of beginning.
2. Beginning at the Southeast corner of said 30 acre tract, above described, thence West on the Quarter Section line 600 feet, thence North parallel with the East Section line 200 feet, thence East parallel with the South Quarter Section line 600 feet, thence South in the Section line 200 feet to the point of beginning.
3. Beginning at the Northeast corner of said 30 acre tract above described, thence South on Section line 200 feet; thence West parallel with the North line of said 30 acre tract 217.8 feet; thence North 200 feet parallel with East Section line to the North line of said 30 acre tract; thence East 217.8 feet to the point of beginning.

Mortgagees specifically covenant and agree that they will release from the terms and conditions of this mortgage within ten (10) days following the payment to them for said release of any portion of said tract at the rate of \$5,000.00 per acre. Any such payment to be applied on note hereby secured.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances,

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the parties of the first part shall at all times during the life of this Indenture, pay all taxes and assessments that may be levied or assessed against said real estate when the same become due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the parties of the second part, the loss, if any, made payable to the parties of the second part to the extent of their interest. And in the event that said parties of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the parties of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this Indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of Fifty Five Thousand, Two Hundred Sixty and No/100 (\$55,260.00) DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the day of March 19 64, and by the terms made payable to the parties of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said parties of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said parties of the first part shall fail to pay the same as provided in this Indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this Indenture is given, shall immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said parties of the second part to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the parties of the second part making such sale, on demand, to the first parties.

It is agreed by the parties hereto that the terms and provisions of this Indenture and each and every obligation therein contained, and all benefits accruing therefrom, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the parties of the first part have hereunto set their hand and seal this day and year last above written.

Stanley D. Penny (SEAL)
Stanley D. Penny
Theo M. Penny (SEAL)
Theo M. Penny

STATE OF KANSAS }
DOUGLAS } SS.
COUNTY, }
BE IT REMEMBERED, That on this 10th day of March A. D. 19 64
before me, a Notary Public in the aforesaid County and State
came Stanley D. Penny and Theo M. Penny, his wife,
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 subscribed my name, and affixed my official seal on the day and year last above written.
My Commission Expires July 12 19 67 *Diana L. Cannon*
Notary Public



This release was written on the original mortgage and is to be returned to the mortgagee.

Harold A. Beck, Register of Deeds
By *Janice Beem*, Deputy

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