

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 part Y of the first part has caused this mortgage to be signed on its behalf hereunto by its President and its corporate seal to be hereunto affixed on the day and year last above written.



Continental Construction Co., Inc. (SEAL)
By: Duane Schwada (SEAL)
Duane Schwada, President
By: Robert J. Moore (SEAL)
Robert J. Moore, Asst. Sec'y

STATE OF Kansas KANSAS CORPORATION ACKNOWLEDGMENT
County of Douglas

BE IT REMEMBERED, That on this 27th day of September A. D. 1968, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Duane Schwada President of the Continental Construction Co., Inc. a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas and Robert J. Moore Assistant Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.
My commission expires January 8, 1971 John P. Peters Notary Public.

This release was written on the original mortgage.

entered this 24th day of February 1971.

Jamie Beem Reg. of Deeds

Deputy

Recorded September 27, 1968 at 3:23 P.M.

RELEASE

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 23rd day of February 1971.

(Corp. Seal)

Attest: Kenneth Rehmer- Asst. V. President

Geo. H. Ryan

Senior V. President

Mortgagee. Owner.

USDA-FHA
Form FHA 427-1 Kans.
(Rev. 5-30-67)

BOOK 151

Position 5

14783

REAL ESTATE MORTGAGE FOR KANSAS
(INSURED LOANS TO INDIVIDUALS)

KNOW ALL MEN BY THESE PRESENTS, Dated September 27, 1968

WHEREAS, the undersigned Donnie Reynolds and Eula Reynolds, husband and wife,

residing in Douglas County, Kansas, whose post office address is Route 3, Baldwin, Kansas 66006

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 September 27, 1968, for the principal sum of Twelve Thousand and 00/100 Dollars (\$12,000.00), 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 September 27, 2008, 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 all amounts payable to the insured lender in connection with the loan; and

WHEREAS, when payment of the note is insured by the Government, the Government by agreement with the insured lender set forth in the insurance endorsement may be entitled to a specified portion of the 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 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;

For Satisfaction of Mortgage, See Book 159, page 62.