

MORTGAGE RECORD No. 79

The said Mortgagors bind themselves to keep all buildings and other improvements upon said premises in as good repair and condition as the same are in at this date but not to erect or permit to be erected any new buildings on the premises herein mortgaged or to add to or permit to be added to any of the existing improvements thereon without the written consent of the holder or holders of said note and in the event of any violation or attempt to violate this stipulation each and all of the said notes shall immediately become due and collectible at the option of the holder or holders thereof.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any second mortgage or second trust deed or junior lien of any kind should be instituted, the Corporation may at its option immediately declare its lien and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

If any of said sums of money herein referred to be not promptly and fully paid within ninety (90) days next after the same severally become due and payable, or if each and all of the stipulations, agreements, conditions and covenants of said promissory note and this instrument, are not duly performed, complied with and abided by, the said aggregate sum mentioned in said promissory note shall become due and payable forthwith or thereafter at the option of the Corporation, its successors, legal representatives or assigns, as fully and completely as if the said aggregate sum of Seven hundred seventy-nine and 32/100 DOLLARS was originally stipulated to be paid on such day, anything in said promissory note or herein to the contrary notwithstanding.

If more than one joins in the execution hereof as Mortgagor or any be of the feminine sex the pronouns and relative words herein used shall be read as if written in plural or feminine, respectively. And the said Mortgagors for said consideration do hereby expressly waive all benefit of the homestead and exemption laws of the State of Kansas.

In testimony whereof the said Mortgagors have hereunto subscribed their names on the day and year first above mentioned.

Perry A. Sowers
Lydia E. Sowers

ACKNOWLEDGMENT.

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 12th day of January, A. D. Nineteen Hundred and thirty-four before me, the undersigned, a Notary Public in and for said County and State, came Perry A. Sowers and Lydia E. Sowers, Husband and Wife who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

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

O. F. Baldwin
Notary Public.
Douglas County, Kansas

Legal Seal
My Commission expires July 25, 1936

Recorded Jan. 12", A. D. 1934 at 10:05 A. M.

O. F. Baldwin Register of Deeds

AMORTIZATION MORTGAGE
(with association covenant)

Loan No. _____

THIS INDENTURE, made this 1st day of January, 1934, between Josie P. McKinney, a widow, of the County of Douglas, and State of Kansas, hereinafter called the mortgagor, whether one or more, and THE FEDERAL LAND BANK OF WICHITA, WICHITA, KANSAS, hereinafter called the mortgagee.

WITNESSETH: That said mortgagor, for and in consideration of the sum of ONE THOUSAND THREE HUNDRED and no/100 (\$1,300.00) DOLLARS, in hand paid by the mortgagee, receipt of which is hereby acknowledged, has granted, bargained and sold, and does by these presents grant, bargain, sell and convey to said mortgagee, all of the following described real estate situate in the County of Douglas, and State of Kansas, to-wit:

The Southeast Quarter (SE $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) of Section Twelve (12), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian, EXCEPT that portion of said Southeast Quarter (SE $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) which lies Northwest of the Wakarusa Creek;

All that portion of the Northeast Quarter (NE $\frac{1}{4}$) of Southeast Quarter (SE $\frac{1}{4}$) of Section Twelve (12), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian, lying East and South of the Wakarusa River;

All that portion of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Twelve (12), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian, lying East of the Wakarusa River; and

A tract of land described as follows: Beginning at the Northeast corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section Thirteen (13), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian; thence South on the Section line to the middle of the Little Wakarusa Creek; thence down Westerly with its meanderings in the center thereof to the Wakarusa River; thence down said stream to the North line of said Section; thence East on said Section line to the starting point, and containing in all 77 acres, more or less, and according to the U. S. Government Survey thereof.

Together with all privileges, hereditaments and appurtenances therunto belonging, or in any wise appertaining, including all water, irrigation and drainage rights of every kind and description, however

The amount advanced by this mortgage is hereby cancelled with interest and principal on the 12th day of January 1934 by Perry A. Sowers and Lydia E. Sowers (Cop. Seal) by their Attorney, O. F. Baldwin, Notary Public.

This release was written on the original No. of 30
this 12th day of January 1934
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Paul H. Beck
Reg. of Deeds
Baldwin
Deputy