

MORTGAGE RECORD No. 79

It is agreed that all of the abstracts of title to the real estate above described, which have heretofore been delivered by the Mortgagor to the Mortgagee herein, shall be retained by said Mortgagee until the indebtedness secured hereby shall have been paid and discharged in full, and in the event the title to said real estate is conveyed by the Mortgagor to the Mortgagee in satisfaction of the indebtedness hereby secured, said abstracts shall thereupon become and be the property of the Mortgagee, or in the event of foreclosure of this mortgage, the title to said abstracts shall pass to the purchaser at the Sheriff's or Master's sale, upon expiration of the redemption period provided by law.

Now if the said Mortgagor shall pay, when due, all payments provided for in said note, and reimburse said Mortgagee for all sums advanced hereunder, and shall perform all of the other covenants and conditions herein set forth, then this mortgage shall be void, otherwise to be and remain in full force and effect.

The said Mortgagor hereby waives notice of election to declare the whole debt due as herein provided, and also the benefit of all stay, valuation, homestead and appraisement laws.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the Mortgagor has hereunto set his hand and seal the day and year first above written.

Elza G. Bond
Cecil Bond

(ACKNOWLEDGMENT)

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 27th day of January, 1934, personally appeared Elza G. Bond and Cecil Bond, her husband, to me personally known and known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

Legal Seal
My Commission expires November 15, 1937

C. C. Gerstenberger
Notary Public.

Recorded January 29th, A. D. 1934 at 9:05 A. M.

W. E. Campbell Register of Deeds

MORTGAGE

Loan No. _____

THIS INDENTURE, made this 22nd day of January, 1934, between S. B. Perdue and Bertha Perdue, his wife, 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 SEVEN HUNDRED AND NO/100 (\$700.00) 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:

Beginning at a point in the north line of the Southeast Quarter (SE¹/₄) of the Northwest Quarter (NW¹/₄) of Section Ten (10), Township Fourteen (14) South, Range Nineteen (19) East of the 6th P. M., in Douglas County, Kansas, nine rods (9) and ten (10) links east of the Northwest corner of the Southeast Quarter (SE¹/₄) of the Northwest Quarter (NW¹/₄) of said Section Ten (10); thence East in and along the north line of the said Southeast Quarter (SE¹/₄) of the Northwest Quarter (NW¹/₄) of said Section Ten (10) to the Northeast corner of the Southeast Quarter (SE¹/₄) of the Northwest Quarter (NW¹/₄) of said Section Ten (10); thence South in and along the east line of the Northwest Quarter of Section Ten (10) to the Southeast corner of the Northwest Quarter of Section Ten (10); thence West in and along the South line of the said Northwest Quarter (NW¹/₄) of said Section Ten (10) to a point one hundred and sixty-one and four-tenths (161.4) feet east of the Southwest corner of the said Southeast Quarter (SE¹/₄) of the Northwest Quarter (NW¹/₄) of said Section Ten (10); thence in a northeasterly direction in and along a stone wall to a point three hundred twenty-seven and six tenths (327.6) feet east and six hundred and sixty-three and four tenths (663.4) feet north of the Southwest corner of the Southeast Quarter (SE¹/₄) of the Northwest Quarter (NW¹/₄) of said section ten (10), (said point being also referred to in another description as being forty (40) rods south and twenty (20) rods east of the Northwest corner of the Southeast Quarter (SE¹/₄) of the Northwest Quarter (NW¹/₄) of said Section Ten (10); thence in a northeasterly direction in and along a stone wall to a point which is twenty-six and two-thirds (26 2/3) rods south and twelve (12) rods and fourteen (14) links east of the Northwest corner of the Southeast Quarter (SE¹/₄) of the Northwest Quarter (NW¹/₄) of said Section Ten (10); thence West fourteen (14) links to a point twenty-six and two-thirds (26 2/3) rods South and twelve (12) rods East of the northwest corner of the Southeast Quarter (SE¹/₄) of the said Northwest Quarter (NW¹/₄) of said Section Ten (10); thence in a northeasterly direction in and along a stone wall to the place of beginning and containing thirty-three and eighty-four one thousands (33.084) acres, more or less;

Also beginning at the Northwest Corner of the Southwest Quarter (SW¹/₄) of the Northeast Quarter (NE¹/₄) of Section Ten (10), Township Fourteen (14) South, Range Nineteen (19) East; thence East Thirteen (13) rods; thence in a southeasterly direction to a point nineteen (19) rods East of the Southwest corner of said Southwest Quarter (SW¹/₄); thence West nineteen (19) rods to the west line of said Southwest Quarter (SW¹/₄); thence North eighty (80) rods to the place of beginning, containing eight (8) acres, more or less;

This amount secured by this mortgage has been paid in full and the within mortgage is hereby cancelled, this 26th day of Feb. 1938
The Federal Land Bank of Wichita, a corporation by A. N. Jones, President
(Corp. Seal)

This release was written on the original mortgages this 9 entered day of March 1938
Harold R. Baker
Reg. of Deeds