

MORTGAGE RECORD No. 79

RELEASE OF MORTGAGE

For and in consideration of the sum of one dollar and other valuable consideration, the receipt whereof is hereby acknowledged, THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas, hereby releases, discharges and cancels the following described mortgage, to-wit:

Dated May 31, 1923, executed by Adam Schlick and Emily Schlick, his wife, as mortgagor(s), in favor of said bank as mortgagee, securing a note for \$4,500 recorded in book 64 at page 238 of the records of mortgages of Douglas County, State of Kansas, and covering the following described land situated in said County, to-wit:

Southeast Quarter (SE $\frac{1}{4}$) of Section Eight (8), Township Fourteen (14) South, Range Twenty (20) East of the Sixth Principal Meridian, containing 160 acres of land, more or less, according to the Government survey thereof.

Witness the signature of said bank signed by its duly authorized officers and its corporate seal hereon impressed this 14th day of June, A. D. 1934.

Corp. Seal
Attest:
John W. Coleman
(John W. Coleman) Assistant Secretary

THE FEDERAL LAND BANK OF WICHITA, WICHITA, KANSAS.
By J. A. Maxwell
(J. A. Maxwell) Vice President

ACKNOWLEDGMENT

THE STATE OF KANSAS, COUNTY OF SEDGWICK, SS:

Before me a Notary Public in and for said County and State, on this 14th day of June, 1934, personally appeared J. A. Maxwell to me personally known and known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President and he being by me duly sworn did say that he is such officer and that the seal affixed to said instrument is the corporate seal of said corporation and that the same was signed and sealed in behalf of said corporation by authority of its board of directors, and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes set forth and specified therein.

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

Legal Seal
My commission expires Jan. 23, 1937

Garnet Hazlewood
Notary Public

Recorded June 16, A. D. 1934 at 11:30 A. M.

Qui E. Cantelero Register of Deeds

MORTGAGE

THIS INDENTURE, made the 7th day of May A. D. 1934 between Wilson Counts and Wilma C. Counts, his wife, of the County of Douglas and State of Kansas, party of the first part, and THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, a corporation, organized and existing under the laws of New Jersey, located at Newark, Essex County, New Jersey, party of the second part,

WITNESSETH: that the said party of the first part, in consideration of the sum of Three Thousand Dollars, in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to wit:

The North Eighty (80) acres of that portion of the Southwest fractional Quarter of Section Twenty-three (23), in Township Fourteen (14), of Range Twenty (20), lying East of the West line of the Shawnee Reservation, and the North Eighty (80) acres of the Southeast Quarter of Section Twenty-three (23), in Township Fourteen (14), of Range Twenty (20), and containing 160 acres.

Being the same premises conveyed by the said party of the second part to said grantors by deed of even date herewith, this mortgage being given to secure a part of the purchase price mentioned in said deed.

TO HAVE AND TO HOLD the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

AND THE SAID party of the first part hereby covenant that they are lawfully seized of said premises and have good right to convey the same; that said premises are free and clear of all incumbrances; and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

PROVIDED, HOWEVER, that if the said party of the first part shall pay or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of (\$3000.00) Three Thousand Dollars, payable as follows: \$3000. on the first day of March, 1939; with interest thereon from the first day of March 1934 on the unpaid amount thereof, at the rate of five (5) per cent per annum payable semi-annually on the first day of March and September in each year, together with interest at the rate of ten per cent per annum on any installment of interest which shall not have been paid when due, and on said principal sum or any part thereof after the same becomes due or payable, whether its maturity shall result by lapse of time or by the exercise by the holder hereof of the option granted herein and in any note secured by this mortgage, to declare the indebtedness hereby evidenced to be due by reason of default, according to the tenor and effect of a promissory note or notes bearing even date herewith, executed by the said party of the first part, and payable at the office of The Mutual Benefit Life Insurance Company in Newark, New Jersey; and shall perform all and singular the covenants herein contained; then this mortgage to be void, and to be released at the expense of said party of the first part, otherwise to remain in full force and effect.

AND the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and the installments thereof at the times hereinbefore specified and interest above specified, in manner aforesaid, together with all costs and expenses of collection, if any there shall be, and any costs, charges or attorney's fees incurred and paid by the said party of the second part, its successors or assigns, in maintaining the legality and priority of this mortgage; that the party

Reg. No. 2416
Tax Paid 7.00