

MORTGAGE RECORD No. 79

10 rods, thence South 16 rods, thence East 10 rods, thence North 16 rods to the place of beginning, also excepting therefrom a certain piece of land, containing about 2.29 acres conveyed by Wm. Hughes and wife to the Kansas City, Topeka and Western Railroad Company, for right of way and described in Deed dated May 19th, 1885 and recorded in book 38, page 269 of the records of Douglas County, Kansas, in Douglas County, Kansas.

Containing in all 108.58 acres more or less according to the U. S. Government survey thereof.

WITNESS the signatures of the Corporation and Commissioner by The Federal Land Bank of Wichita, Wichita, Kansas, a corporation, their Agent and Attorney-in-Fact (under and by virtue of that certain Power of Attorney which is recorded in Book 132 at Page 289, of the records of said County), signed by the duly authorized officers of said Bank and its corporate seal hereon impressed this 22nd day of April, 1935.

FEDERAL FARM MORTGAGE CORPORATION, a corporation, and
LAND BANK COMMISSIONER, acting pursuant to Part 3 of the Emergency
Farm Mortgage Act of 1933, as amended.

(CORPORATE SEAL)

By THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas, a corporation,
their Agent and Attorney-in-Fact,
ATTEST: John W. Coleman Assistant Secretary. By J. A. Maxwell Vice-President.

ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 22nd day of April 1935, personally appeared J. A. Maxwell to me personally known and known to me to be the identical person who, as Vice-President of said Bank, subscribed the names of The Federal Land Bank of Wichita, Wichita, Kansas, a corporation (as Agent and Attorney-in-Fact), the Federal Farm Mortgage Corporation, a corporation, and the Land Bank Commissioner, acting pursuant to Part 3 of the Emergency Farm Mortgage Act of 1933, as amended, to the foregoing instrument; and he, being by me duly sworn, did say that he is such officer, and that the seal affixed to such instrument is the corporate seal of said Bank, and that the same was signed and sealed in behalf of said Bank, as Agent and Attorney-in-Fact for said Corporation and said Commissioner, and was signed in behalf of said Corporation and said Commissioner by said Bank, as Agent and Attorney-in-Fact thereof, all by authority of the Board of Directors of said Bank; and he acknowledged to me that the foregoing instrument was executed by him, as his free and voluntary act and deed and as the several free and voluntary acts and deeds of said Bank (as Agent and Attorney-in-Fact), said Corporation and said Commissioner, all for the uses and purposes set forth and specified therein.

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

(SEAL)

My Commission expires: April 24th, 1937

Minnie B. Hume
Notary Public

Recorded April 27, 1935 at 4:35 P.M.

Harold A. Lipp Register of Deeds.

Receiving No. 507

MORTGAGE

THIS INDENTURE, made the Twenty-eight day of March, A.D. 1935, between William R. Nichols and Stella M. Nichols, husband and 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 Fifty-Nine Hundred ----- 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 West Half of the Southeast Quarter of Section thirty-six (36), in Township fourteen (14), of Range Nineteen (19); Also

The East Half of the Northeast Quarter of Section One (1), in Township fifteen (15), of Range Nineteen (19).

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

Fifty-nine Hundred ----- Dollars,

payable as follows:

\$100 on the first day of April, 1935;	\$200. on the first day of April, 1937;
\$200. on the first day of April, 1938;	\$300. on the first day of April, 1939;
\$5100 on the first day of April, 1940;	

with interest thereon at the rate of 5% per cent per annum, payable on the first day of October and April 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 the 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 and the installments thereof at the times hereinbefore specified and interest above

The return
of this
mortgage
to the
original
owner
of the
land
on which
it is
made
is
hereby
certified
to be
correct
and
true
to the
original
record
in the
office
of the
Register
of Deeds
of Douglas
County,
Kansas.
Harold A. Lipp
Register of Deeds

Reg. No. 57
Fee Paid \$14.75

The amount of this mortgage has been paid in full, and the same is hereby cancelled, this 17th day of December, 1944.
Attest: Evelyn V. Hart
(Clerk of Court)
By: Mutual Benefit Life Insurance Company
By: Mrs. W. R. Nichols
Vice President