

MORTGAGE RECORD No. 79

the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage.

Provided, however, that said party of the second part, its successors or assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor, except as to sums actually collected by it or them, and that the lessees in any such leases, shall account for such rights or benefits to the parties of the first part or their assigns, until notified by legal holder thereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, the note secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage.

IN WITNESS WHEREOF, the said parties of the first part hereunto set their hands and seal the day and year first above written.

In presence of

H. A. Schubert
H. A. Schubert

George H. Rothberger
Theresa Rothberger

STATE OF KANSAS,)
DOUGLAS COUNTY,) ss.

BE IT REMEMBERED, That on this 23 day of November A. D. 1935, before me, the undersigned, a Notary Public, in and for said county and state, came George H. Rothberger and Theresa Rothberger, his wife who are personally known to me to be the same person who executed the foregoing mortgage deed and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto subscribe my name and affix my official seal on the day and year last above written.

(SEAL) My commission expires on the 25 day of July, 1939.

H. A. Schubert
Notary Public.

Recorded November 26, 1935 at 10:45 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 1581

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by G. W. Eberhart and Effie Eberhart (his wife) dated the 26th day of February, A. D. 1929, which is recorded in Book 75 of Mortgages, page 427, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 30 day of Nov., A. D. 1935

(CORP. SEAL)

Attest: E. C. Foster Asst. Secy.

The Liberty Life Insurance Company
By C. A. Moore Pres.

STATE OF KANSAS,)
Shawnee County,) ss.

BE IT REMEMBERED, That on this 30th day of Nov. A. D. 1935 before me ... a Notary Public in and for said County and State, came C. A. Moore Pres. and E. C. Foster, Asst. Secy. of The Liberty Life Insurance Company to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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

(SEAL) My Commission Expires Mar - 9 - 1939

Juanita Cairns
Notary Public.

Recorded Dec. 2, 1935 at 11:55 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 1588

MORTGAGE

THIS MORTGAGE, Made this 14th day of November, A. D. 1935, by and between ALICE McHARIE MORGAN and RUSSELL H. MORGAN, her husband, and JAMES McMARIE, a single man, of the County of Douglas and State of Kansas, parties of the first part and THE DAVIS-WELLS MORTGAGE COMPANY, a body corporate, existing under and by virtue of the laws of Kansas, and having its chief office in the City of Topeka, and State of Kansas, party of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of F O U R T E E N H U N D R E D DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents Grant, Bargain, Sell and Convey unto the said party of the second part, its successors and assigns, all of the following-described real estate, situated in the County of Douglas and State of Kansas, to wit:

Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Seventeen (17), Township Fifteen (15) South, Range Twenty (20) East of the Sixth Principal Meridian, containing Forty (40) Acres, more or less.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all

Reg. No. 391-
Fee Paid \$3.50