

MORTGAGE RECORD No. 79

Receiving No. 3373

Reg. No. 861
Fee Paid \$8.75

AGREEMENT

MEMORANDUM OF AGREEMENT, Made this 16th. day of November A. D. 1936, between Eliza F. Hyland, a widow party of the first part, and Fred E. Gottstein and Bernice E. Gottstein, his wife, party of the second part.

WITNESSETH, That the said party of the first part hereby covenants and agrees that if the party of the second part shall first make the payments and perform the covenants hereinafter mentioned on their part to be made and performed, the said party of the first part will cause to be conveyed to the party of the second part, in fee simple, clear of all incumbrances whatever (except as hereinafter mentioned) by a General Warranty Deed, and an Abstract showing a good merchantable title to the following lot, piece or parcel of ground, situated in the County of Douglas and State of Kansas, to-wit:

All that part of the south half of the southeast quarter of Sec. 4 and all that part of the north half of the north half of the north east quarter of section nine lying west of the Atchison, Topeka, and Santa Fe railroad, all in township fourteen (14) range twenty (20) East of the Sixth Principal Meridian.

And the said party of the second part hereby covenants and agrees to pay to said party of the first part the sum of Four thousand - - - Dollars, in the manner following: Five hundred- - - Dollars, cash in hand, paid as earnest-money, the receipt of which is hereby acknowledged, and \$3500.00 seven years after this date with the privilege of paying \$500.00 or more at any time before due by giving party of the first part thirty days notice of intent to pay. All deferred payments to bear interest from this date at the rate of 4% interest per annum, payable January 1st. and July 1st. of each year until loan is paid in full.

It is understood and agreed that the deed to said property is to be executed at once and placed in escrow with the Baldwin State Bank, Baldwin City Kansas, and all deferred payments (except incumbrances assumed) are to be paid through said Bank. Possession to be given on at once, provided said second party performs all the covenants and agreements herein mentioned to be performed or done by him.

It is understood and agreed that the first party is to pay the taxes for the year 1936 and all previous years, and the said second party is to pay all taxes or assessments that may be levied or imposed upon such land subsequent to the year last above mentioned. And in case of the failure of the said party of the second part to make either of the payments, or perform any of the covenants on their part hereby made and entered into, this contract shall, at the option of the party of the first part, be forfeited and determined, and the party of the second part shall forfeit all payments made by them on this contract, and such payments shall be retained by the said party of the first part in full satisfaction and in liquidation of all damages by them sustained; and in case said second party has entered into possession of said premises, the said first party shall have the right to re-enter and take possession of the premises aforesaid. Parties of the second part are to maintain \$1000.00 insurance in buildings.

It is hereby agreed that time is the essence of this contract, and all payments must be made promptly in accordance with the terms hereof.

It is mutually agreed that all the covenants and agreements herein contained shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the respective parties.

IN WITNESS WHEREOF, The parties to these presents have hereunto set their hands, the day and year first above written.

Eliza F. Hyland
Fred E. Gottstein
Bernice E. Gottstein

Varold A. Beck Register of Deeds.

Recorded November 27, 1936 at 11:05 A.M.

This release was written on the original mortgage entered this 24 day of Nov. 1936
H. J. Cambern
Reg. of Deeds
Deputy

Receiving No. 3376

RELEASE

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the Federal Farm Mortgage Corporation, a corporation (hereinafter referred to as the Corporation) and the Land Bank Commissioner, with offices in the City of Wichita, Kansas, acting pursuant to Part 3 of the Emergency Farm Mortgage Act of 1933, as amended, (hereinafter referred to as the Commissioner) do hereby release, discharge and cancel that certain real estate mortgage dated the 1st day of December, 1934, executed by Alfred H. Steele and Annie W. Steele, his wife as mortgagor(s), in favor of the Commissioner, as mortgagee, securing a note for \$400.00, which said mortgage is recorded in Book 81 at Page 284, of the mortgage records of Douglas County, State of Kansas, and covers the following described real estate situated in said County, to-wit:

South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Three (3), Township Fifteen (15) South, Range Twenty (20) East of the Sixth (6th) Principal Meridian;

Containing 80 acres, more or less, according to the United States 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 24th day of November, 1936

(CORP. SEAL)

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.
By THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas, a
corporation, their Agent and Attorney-in-Fact.
By R. H. Jones Vice-President.

ATTEST: F. J. Cambern Ass't. Secretary

STATE OF KANSAS)
COUNTY OF SEDGWICK ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 24th day of November, 1936, personally appeared R. H. Jones, 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,

This agreement being described to him paid in full is hereby released and the lien thereby created is hereby released as written my hand, this 13th day of Nov. 1936
Eliza F. Hyland

For this Release see Book 89, Page 1.