

DOUGLAS COUNTY

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

(SEAL) (Commission expires May 4 1939)

Irene Richter
Notary Public.

Recorded February 15, 1937 at 2:40 P.M.

Harold A. Beck Register of Deeds.

Reg. No. 973A Receiving No. 3681A
Fee Paid \$2.50

MORTGAGE

THIS INDENTURE, Made this 20th day of February in the year of our Lord one thousand nine hundred Thirty-seven between Jimma J. Waterson, a single woman of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Rachel Fasson Lawrence, Kansas of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of One Thousand and no/100 - - DOLLARS to her duly paid, the receipt of which is hereby acknowledged, has sold, and by these presents does grant, bargain, sell and mortgage to the said party of the second part, her heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

A portion of the West Half (1/2) of the Southeast Quarter (1/4), Section Fifteen (15), Township Thirteen (13) South of Range Twenty (20) East of the Sixth Principal Meridian described as follows: Commencing at the Southwest corner of said Southeast (1/4); thence north 88 rods; thence East 80 rods; thence South to the center of Wakarusa Creek; thence Southwesterly along the center of said creek to the intersection of said center line of Wakarusa Creek with the South line of said quarter section; thence West to the point of beginning, in Douglas County, Kansas

with the appurtenances, and all the estate, title and interest of the said party of the first part therein. And the said Party of the first part does hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that she will warrant and defend the same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of One thousand and no/100 - - (\$1000) DOLLARS, according to the terms of a certain promissory note this day executed by the said Party of the first part to the said party of the second part; said note being given for the sum of One Thousand dollars - - - (\$1000) DOLLARS, dated Feb. 20, 1937, due and payable in five year from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 10 coupons of 27.50 dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said party of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee, in the sum of One Thousand and no/100 - - (\$1000) DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interests and costs, and insure the same at the expense of the party of the first part, and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall, from the payment thereof be and become an additional lien under this mortgage, upon the above described premises, and shall bear interest at the rate of 10 per cent. per annum. But if default be made in such payment, or any part thereof or interest thereon or the taxes assessed on said premises or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, or her executors, administrators or assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, or her executors, administrators or assigns, and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said party of the first part, her heirs and assigns.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set her hand and seal the day and year last above written.

Jimma J. Waterson

STATE OF KANSAS,
Douglas County,) ss.

BE IT REMEMBERED, That on this 20 day of Feb 1937 before me, C. B. Hosford, a Notary Public in and for said County and State, came Jimma J. Waterson to me personally known to be the same person who executed the within 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.

C. B. Hosford
Notary Public.

Recorded February 23, 1937 at 3:20 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 3683A

RELEASE OF REAL ESTATE MORTGAGE

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 February, 1934, executed by Laura Christian, a widow as mortgagor(s), in favor of the Commissioner, as mortgagee, securing a note for \$1100.00, which said mortgage is recorded in Book 72 at Page 40, of the mortgage records of Douglas County, State of Kansas, and covers the following described real estate situated in said County, to-wit:

The Southeast Quarter (SE 1/4) of Section Thirty-two (32) in Township Thirteen (13) South of Range Eighteen (18) East of the Sixth Principal Meridian;
And containing in all 160 acres, more or less, according to the U. S. Government Survey thereof.

The following is endorsed on the original instrument:

This note herein described having been paid in full, this mortgage is hereby released

and the instrument hereby created is hereby cancelled.

As witness my hand this 24th day of January A.D. 1941.

Harold A. Beck Register of Deeds.

In Lawrence, Kan.
Book 88 page 611

Secretary January 27, 1941

Harold A. Beck Register of Deeds.