

DOUGLAS COUNTY

The performance of the obligation evidenced by this instrument shall be secured by a Mortgage of even date, executed by the undersigned in favor of The Pioneer Mortgage Company, which Mortgage shall be a second lien to the aforesaid Mortgage in favor of The Pioneer Mortgage Company, dated February 27, 1937, and securing the payment of the principal sum of Six Thousand and No/100 Dollars (\$6,000.00).

Now, if the party of the first part shall fail to pay, or cease to be paid, any of the notes secured hereby, when the same shall become due, or any sum or sums hereinafter mentioned, or shall fail in any of the terms and conditions of said prior bond or mortgage, then this conveyance shall become absolute and the whole sum secured hereby shall at once become due and payable, at the option of the holder hereof, who may at any time thereafter proceed to foreclose this mortgage and sell in entirety and not in parcels, the premises hereby granted, in the manner prescribed by law, appraisement distinctly waived, and out of all the moneys arising from such sale to retain the amount due for principal and interest, taxes and penalties thereon; 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 said party of the first part, and the party of the second part is expressly authorized to keep said premises free from all liens of whatever nature, and to pay any and all sums necessary to protect the title to said premises including attorneys' fees necessarily incurred in all actions in defending such title or the validity of this mortgage; and if said prior mortgage be held by another than the second party, then any part of principal or interest secured thereby, and taken upon, hold or owned by said second party, and any and all other sums paid, as herein authorized, shall be a further lien upon said land, and be secured hereby, and may be included in any judgment or decree entered hereon; and all sums secured hereby shall draw interest as provided in said notes.

If all payments be made as herein specified and provided for, then this conveyance shall be void otherwise to remain in full force and effect.

IN TESTIMONY WHEREOF, The said party of the first part has hereunto set their hands.

1. Addie U. Penny
2. M. M. Penny
3. Mary Ringler
4. Laurel C. Ringler

STATE OF KANSAS,
Douglas County,) SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 6 day of March 1937 personally appeared Addie U. Penny and M. M. Penny, her husband, to me known to be the identical persons who executed the within and foregoing instrument, and duly acknowledged to me the execution of the same.

WITNESS my hand and official seal the day and year above set forth.

(SEAL) My Commission Expires June 26 - 1939

C. B. Hosford
Notary Public.

STATE OF KANSAS,
Douglas County,) SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 6 day of March 1937 personally appeared Mary Ringler and Laurel C. Ringler, her husband, to me known to be the identical persons who executed the within and foregoing instrument, and duly acknowledged to me the execution of the same.

WITNESS my hand and official seal the day and year above set forth.

(SEAL) My Commission Expires June 26, 1939

C. B. Hosford
Notary Public.

Recorded March 6, 1937 at 1:55 P.M. -

Harold A. Beck Register of Deeds.

Receiving No. 3954 A

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 Land Bank of Wichita, Wichita, Kansas, a corporation (hereinafter referred to as the Bank), does hereby release, discharge and cancel that certain real estate mortgage dated the 1st day of February, 1934, executed by Oscar E. Votaw and Elizabeth C. Votaw, his wife as mortgagor(s), in favor of the Bank, as mortgagee, securing a note for \$4500.00, which said mortgage is recorded in Book 79 at Page 137, of the mortgage records of Douglas County, State of Kansas, and covers the following described real estate situated in said County, to-wit:

The Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-seven (27), except a tract of land described as follows: Beginning at the Northwest (NW) corner of said Section, thence East (E) on Section line 340 feet; thence South (S) 510 feet; thence West (W) 340 feet; thence North (N) 510 feet to the place of beginning, all in Township Thirteen (13) South, Range Twenty-one (21) East of the Sixth Principal Meridian;

Containing in all 167 acres of land, more or less, according to the U.S. Government Survey thereof.

WITNESS the signature of the Bank, signed by its duly authorized officers and its corporate seal hereon impressed this 25th day of February, 1937.

(CORP. SEAL)

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

THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas,
a corporation, By C. G. Shull 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 25th day of February, 1937, personally appeared C. G. Shull, 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.

(SEAL) My Commission expires: November 23, 1940.

Bethry Porter
Notary Public.

Recorded March 9, 1937 at 1:45 P.M.

Harold A. Beck Register of Deeds.

The following is endorsed on the original instrument:
This mortgage is hereby acknowledged to be the same as that which was recorded in the office of the Register of Deeds of Douglas County, Kansas, on the 6th day of March, 1937, at 1:55 P.M.

This Release was written on the original mortgage, and entered this 6th day of March, 1937.

Harold A. Beck
Reg. of Deeds
Dated March 6, 1937