

MORTGAGE RECORD 83

The said mortgagor hereby waives notice of election to declare the whole debt due as herein provided, and also the benefit of all stay, valuation, homestead and appraisal laws.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the mortgagor has hereunto set his hand and seal the day and year first above written.

Fred Fitch
Florence Fitch

STATE OF Kansas)
COUNTY OF Douglas) ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 3rd day of January, 1938, personally appeared Fred Fitch and Florence Fitch, his wife to me personally known and known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

C. C. Gerstenberger
Notary Public.

(SEAL) My Commission expires November 15th, 1941

Recorded January 3, 1938 at 1:10 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 5405 <

PARTIAL RELEASE OF 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 and discharge the following described real estate situated in Douglas County, State of Kansas, to-wit:

TRACT "A": Beginning at the Southeast corner of the Southwest Quarter (SW¹/₄) of Section Fourteen (14), Township Twelve (12) South, Range Nineteen (19) East of the Sixth Principal Meridian, run North 89 degrees 35 minutes West 30 feet to a point in South line of said quarter section; thence North parallel to the East line of said quarter section 1650 feet to iron pin, 30 feet west of said quarter section line; thence North 89 degrees 35 minutes West 380 feet to iron pin; thence North approximately 1650 feet to the South bank of Kansas River; thence Southeasterly along Kansas River 48 degrees 51 minutes East to a point in East line of Northwest Quarter (NW¹/₄) of Section Fourteen (14), Township Twelve (12) South, Range Nineteen (19) East of the Sixth Principal Meridian; thence South on quarter section line approximately 3185 feet to point of beginning; Containing 15.108 acres, less 1.071 acres to A. T. & S. F. Railway right-of-way, leaving a net area of 14.035 acres, more or less. TRACT "B": All that portion of Lot No. Four (4) in the Southwest Quarter (SW¹/₄) of the Northeast Quarter (NE¹/₄) of Section Fourteen (14), Township Twelve (12) South, Range Nineteen (19) East of the Sixth Principal Meridian, lying between the North line of the A. T. & S. F. Railway right-of-way and the Kansas River; Containing .456 acres, more or less. TRACT "C": Beginning at the Southeast corner of the Southwest Quarter (SW¹/₄) of Section Fourteen (14), Township Twelve (12) South, Range Nineteen (19) East of the Sixth Principal Meridian, run North 3137.2 feet; thence North 89 degrees 35 minutes West 410 feet for point of beginning; thence North 41 degrees 50 minutes 40 seconds West 329.6 feet to intersection of South line of A. T. & S. F. Railway right-of-way; thence South 60 degrees 01 minutes East along right-of-way line 253.3 feet to point of beginning; thence South approximately .298 acres, more or less. Containing in all 14.823 acres, more or less.

from the lien of that certain real estate mortgage dated the 1st day of April, 1934, executed by Ben Kowing, also known as Benjamin E. Kowing, and Clara Leora Kowing, his wife as mortgagor(s), in favor of the Bank, as mortgagee, which said mortgage is recorded in Book 72 at Page 101, of the mortgage records of said County, Provided, however, and it is expressly agreed and understood, that the lien of said mortgage is hereby retained upon all of the other property covered thereby, not specifically described herein; and that the execution of this partial release shall not affect, in any manner, the validity or priority of said mortgage as a lien upon such other property.

WITNESS the signature of the Bank, signed by its duly authorized officers and its corporate seal hereon impressed this 27th day of December, 1937.

THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas, a corporation,
By R. H. Jones, Vice-President.

(CORP. SEAL)
ATTEST: W. E. FISHER, Secretary.

STATE OF KANSAS)
COUNTY OF SEEGWICK, SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 27th day of December, 1937, personally appeared R. H. Jones, 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.

Bethry Porter
Notary Public.

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

Recorded January 4th, 1938 at 11:00 A.M.

Harold A. Beck Register of Deeds.