

MORTGAGE RECORD 83

343

Receiving No. 5701

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 30th day of November 1937, executed by Fred Fitch and Florence Fitch, his wife, as mortgagor(s), in favor of the Commissioner, as mortgagee, securing a note for \$900.00, which said mortgage is recorded in Book 70 at Page 434, of the mortgage records of Douglas County, State of Kansas, and covers the following described real estate situated in said County, to-wit:

Commencing at a point on the West line of the Shawnee Indian Reservation in the Southwest Quarter (SW $\frac{1}{4}$) of Section Two (2), Township Thirteen (13) South Range Twenty (20) East of the Sixth Principal Meridian, at a point which is 1193.76 feet South of the South line of the Atchison, Topeka and Santa Fe Railroad right of way for a point of beginning, thence West 2919.16 feet more or less to the west line of the Southeast Quarter (SE $\frac{1}{4}$) of Section Three (3), said Township and Range, thence South to the Southwest corner of said Southeast Quarter (SE $\frac{1}{4}$) of Section Three (3), thence East along the South line of Southeast Quarter (SE $\frac{1}{4}$) of Section Three (3), and the Southwest Quarter (SW $\frac{1}{4}$) of Section Two (2) to the West line of said Shawnee Indian Reservation, thence North along the West line of said Shawnee Indian Reservation to the point of Beginning less highway right of way of 5.02 acres; Containing 93.3 acres, more or less, according to the U. S. Government Survey thereof.

WITNESS the signatures of the Corporation and Commissioner by The Federal Land Bank of 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 269, of the records of said County), signed by the duly authorized officers of said Bank and its corporate seal hereon impressed this 7th day of January, 1938.

(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.

ATTEST: By THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas, a corporation, their Agent John W. Caldwell and Attorney-in-Fact.

Asst Secretary

ACKNOWLEDGMENT

By C. G. Shull

Vice-President.

STATE OF KANSAS

COUNTY OF SEDGWICK) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of January, 1938, personally appeared C.G. Shull, 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, as Agent and Attorney-in-Fact thereof, all by authority of the Board of Directors of said Bank; and he acknowledged to me that the foregoing instrument was executed by him, as his free and voluntary act and deed and as the several free and voluntary acts and deeds of said Bank (as Agent and Attorney-in-Fact), said Corporation and said Commissioner, all for the uses and purposes set forth and specified therein.

WITNESS my hand and seal, the day and year last above written.

Minnie B. Hume

Notary Public.

(SEAL) My Commission expires: April 24, 1941

Recorded March 17, 1938 at 8:05 A.M.

Register of Deeds

Receiving No. 5702

MORTGAGE

THIS INDENTURE, Made the 1st day of March, A.D. 1938, between William H. Johanning and Carrie Johanning, his wife, parties of the first part, and The Equitable Life Assurance Society of the United States, a corporation organized and existing under the Laws of the State of New York, having its principal office at number 395 Seventh Avenue, New York City, N.Y., party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of Four Thousand and No/100 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 or assigns forever, the following described Real Estate situated in the County of Douglas and State of Kansas, to-wit:

Southeast Quarter of Section Twenty (20), Township Fourteen (14) South, Range Nineteen (19) East of the Sixth Principal Meridian

and containing 160 acres, more or less.

TO HAVE AND TO HOLD the same with all and singular the hereditaments and appurtenances thereunto belonging unto the said party of the second part, its successors or assigns forever.

And the said parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, and that they have a good right to sell and convey said premises and that they are free and clear of all incumbrances, and that the parties of the first part hereby warrant and defend the title thereto against the claims of all persons whomsoever, and hereby expressly waives all benefit of the homestead, appraisalment, exemption and stay laws of the State of Kansas, and agree to pay all fees necessary for recording this instrument.

CONDITIONED, HOWEVER, That whereas, the said parties of the first part, are justly indebted to the said The Equitable Life Assurance Society for money borrowed in the principal sum of Four Thousand and No/100 Dollars, to secure the payment of which the parties of the first part have executed and delivered to the said The Equitable Life Assurance Society a certain promissory note in the sum of Four Thousand and No/100 Dollars, bearing even date herewith and payable to the order of the The Equitable Life Assurance Society, its successors or assigns, according to the tenor and effect of said note, with interest

Reg. No. 1395

Fee Paid \$10.00

For Release see next page