

## MORTGAGE RECORD 83

from the lien of that certain real estate mortgage dated the 1st day of October, 1934, executed by Alce G. Banks and Trace H. Banks, his wife as mortgagor(s), in favor of the Commissioner, as mortgagee, which said mortgage is recorded in Book 81 at Page 265, 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 signatures of the Corporation and the 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 Deeds 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 20th day of May, 1939.

(CORP. SEAL)

ATTEST:

John W. Coleman  
Assistant Secretary.

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 C. R. Kurt  
Vice-President.

## ACKNOWLEDGMENT

STATE OF KANSAS, }  
COUNTY OF SEDGWICK } ss.

Before me, the undersigned, a Notary public in and for said County and State, on this 20th day of May, 1939, personally appeared C. R. Kurt, 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 therefor, 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.

(SEAL) My Commission expires: November 23, 1940

Bothry Porter  
Notary Public.

Recorded May 24, 1939 at 2:40 P.M.

*Wanda A. A. A.* Register of Deeds

Receiving No. 7629 <

Reg. No. 1687 <  
Fee Paid \$11.25

## MORTGAGE

THIS INDENTURE, Made this 22nd day of May, 1939, by and between William Oscar Brownlee and Laverne Sanders Brownlee, his wife of Douglas County, Kansas, Mortgagor, and The Security Benefit Association, a corporation organized and existing under the laws of Kansas, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Four Thousand Five Hundred and 00/100 . . . Dollars (\$4,500.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

Beginning at a point on the West line of Ohio Street in the City of Lawrence, 75 feet South of its intersection with the South line of Quincy (now 11th) Street being the Southeast corner of land formerly owned by Edgar H.S. Bailey; thence South along the West line of said Ohio Street 75 feet to the Northeast corner of land owned by Frank W. Blackmar; thence West along the North line of land of said Frank W. Blackmar, 125 feet; thence North parallel with Ohio Street 75 feet to the land formerly owned by said Edgar H.S. Bailey; thence East along the South line of land of said Edgar H.S. Bailey to the place of beginning.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Four Thousand Five Hundred and 00/100 . . . Dollars (\$4,500.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of five per centum (5%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The Security Benefit Association in Topeka, Kansas, or at such other place as the holder of the note may

For mortgage Release, see next page