

MORTGAGE RECORD 83

and agreements contained herein, or in said note, real estate mortgage, or any agreement supplementary thereto, then and in any such case party of the second part, at its option and without notice to party of the first part, may declare all of said indebtedness immediately due and payable, in which event said indebtedness shall thenceforth bear interest at the rate of five per cent per annum, and the mortgage shall be subject to foreclosure; provided, however, that in the event party of the second part at any time declares all of said indebtedness immediately due and payable, it may, at its option, without notice thereof, subsequently annul said declaration and its consequences, but no such action shall extend to or affect any subsequent breach of all and singular the covenants, conditions, and agreements contained in said note, mortgage, or any agreement supplementary thereto, or impair any consequent right thereon.

IN WITNESS the signature of the party of the first part; and the signature of the party of the second part by The Federal Land Bank of Wichita, Wichita, Kansas, a corporation, its agent and attorney-in-fact signed by the duly authorized officers of said Bank, and its corporate seal hereon impressed, the day and year first above written.

George L. McCarty
Bertha Gertrude McCarty

(Party of the First Part)

FEDERAL FARM MORTGAGE CORPORATION, a corporation
(Party of the Second Part)
By THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas,
a corporation, its Agent and Attorney-in-fact,
By Fred S. Hathaway
Vice-President (CORP. SEAL)
ATTEST: C. F. Adams
Assistant Secretary

STATE OF Kansas }
COUNTY OF Douglas } 53.

Before me, the undersigned, a Notary Public in and for said County and State, on this 31 day of May, 1939, personally appeared George L. McCarty and Bertha Gertrude McCarty, 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.

(SEAL) My commission expires: November 15th, 1941.

C. C. Gorstenberger
Notary Public

STATE OF KANSAS) ss.
COUNTY OF SEDGWICK)

Before me, the undersigned, a Notary Public in and for said County and State, on this 24 day of June, 1939, personally appeared Fred S. Hathaway, 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) and the Federal Farm Mortgage Corporation, a corporation, 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 proper seal of said Bank, and that the same was signed and sealed in behalf of said Bank, as agent and attorney-in-fact for the Federal Farm Mortgage Corporation (under and by virtue of that certain power of attorney which is recorded in Book 132 Deeds at Page 289 of the records of Douglas County, Kansas), and was signed in behalf of the Federal Farm Mortgage Corporation 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) and the Federal Farm Mortgage Corporation, 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: 4-1-42

Lois Howard
Notary Public.

Recorded July 1, 1939 at 2:15 P.M.

Register of Deeds

Reg. No. 1935
Fee Paid \$5.25

M O R T G A G E

THIS INDENTURE, Made this 29th day of June, 1939, by and between T. J. Leasure and Eugenia L. Leasure, 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 two Thousand One Hundred and No/100... Dollars (\$2,100.00), 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:

Lot Eighty-four (84) on New Hampshire Street in the City of Lawrence.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances therunto 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.