

The amount secured by this mortgage has been paid in full, and the within mortgage is hereby cancelled, this 12 day of April 1963. Federal Farm Mortgage Corporation, a corporation, present holder of said mortgage; by virtue of Acts of Congress (12 USC 1016-1019 or 12 USC 1020-1020h), as amended, By the Federal Land Bank of Wichita, a corporation. Its Agent and Attorney-in-Fact. By G. A. Wiles, Vice President (Corp. Seal)

61

MORTGAGE RECORD 85

It is also understood and agreed that in the event party of the first part shall fail to pay or cause to be paid when due any of the payments provided for herein or in said note, real estate mortgage, or any agreement supplementary thereto, or shall fail to comply with each and all of the other covenants, conditions, 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 thereupon bear interest at the rate of five per centum 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.

WITNESS the signature of the party of the first part; and the signature of 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.

Berlin W. Ott
Helen W. Ott

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 F.D. Lucas
Vice-President

ATTEST:
John W. Coleman
Assistant Secretary

(Party of the First Part)

(CORP. SEAL)

STATE OF KANSAS } ss.
COUNTY OF SHELBY }

Before me, the undersigned, a Notary Public in and for said County and State, on this 17th day of August, 1939, personally appeared Berlin W. Ott and Helen W. Ott, 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.

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

C. C. Gerstenberger
Notary Public

STATE OF KANSAS } ss.
COUNTY OF SHELBY }

Before me, the undersigned, a Notary Public in and for said County and State, on this 18th day of September, 1939, personally appeared F. D. Lucas, 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 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 the Federal Farm Mortgage Corporation (under and by virtue of that certain power of attorney which is recorded in Book 132 D at page 290 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 therefore, 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: April 1, 1942.

Lois Howard
Notary Public

Recorded September 23, 1939 at 2:40 P.M.

Harold A. Beck

Register of Deeds

Receiving No. 3737 <

Reg. No. 2062 <
Fee Paid \$ 3.75

MORTGAGE

THIS INSTRUMENT, Made this 30th day of September in the year of our Lord one thousand, nine hundred and thirty nine between Charles W. Allphin and Edith S. Allphin his wife of Lawrence, in the County of Douglas and State of Kansas, of the first part, and Julius Marks of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One thousand five hundred (\$1500.00) and 20 DOLLARS to them duly said, the receipt of which is hereby acknowledged, have sold, and by these presents do grant, bargain, sell and mortgage to the said party of the second part, his heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

The Southwest Quarter (SW¹/₄) of the Southwest Quarter (SW¹/₄) of the Southeast Quarter (SE¹/₄) of Section Number Twenty three (23), Township Twelve (12), Range Nineteen (19) in Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Charles W. Allphin and Edith S. Allphin do 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, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a mortgage to secure the payment of the sum of One thousand five hundred (\$1500.00) DOLLARS, according to the terms of one certain promissory note this day executed by the said Charles W. Allphin and Edith S. Allphin to the said party of the second part; said note being given for the sum of One thousand five hundred (\$1500.00) DOLLARS, dated September 30 1939, due and payable in ten years from date thereof, with interest thereon from the date thereof until paid according to the terms of said note and 20 coupons of Forty five dollars each thereto attached. And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account