

MORTGAGE RECORD 85

And the parties who execute this agreement hereby agree that said mortgage shall continue a first lien upon the premises described therein, and further agree to perform each and every of the terms, covenants, conditions and agreements in said note and mortgage as herein modified.

IN WITNESS WHEREOF, the said WALTER W. GERSTENBERGER and ELSIE GERSTENBERGER, his wife; and EMILIE GERSTENBERGER, a widow, have hereunto set their hands and seals this 27th day of February, 1941.

Walter W. Gerstenberger
Elsie Gerstenberger
Emilie Gerstenberger

STATE OF KANSAS)
COUNTY OF Douglas)ss:

Be it remembered, that on this 6 day of March A. D. 1941 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came WALTER W. GERSTENBERGER and ELSIE GERSTENBERGER, his wife; and EMILIE GERSTENBERGER, a widow who are personally known to me to be the same persons who executed the within and foregoing instrument, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

H. A. Schubert
Notary Public, Douglas County,
Kansas

(SEAL) Term expires: 7-25-43.

Recorded March 21, 1941 at 1:20 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 11679

PARTIAL RELEASE OF MORTGAGE

I, CHARLES NICHOLS of Leecompton, Douglas County, State of Kansas, mortgagee in the mortgage dated September 16, 1936, and recorded March 20, 1937, in Book 83 of Mortgages at Page 119 in the office of the Register of Deeds of Douglas County, Kansas, wherein C. F. Wilson and Vena Wilson, his wife, were mortgagors, said mortgage securing the payment of the sum of \$1,272.50, do hereby certify that said mortgage is as to so much of the property described therein, to wit:

The South One-half (S $\frac{1}{2}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-five (25), Township Twelve (12) South, Range Seventeen (17) East of the Sixth (6th) Principal Meridian in Douglas County, Kansas,

paid, satisfied, released and discharged.

THIS RELEASE is given on the express terms and conditions that it shall in no wise affect the lien of the above-mentioned mortgage on the remaining land described in said mortgage but shall only be construed as a release from the lien of said mortgage on the land above described.

IN WITNESS WHEREOF I have hereunto set my hand this 20th day of March, 1941.

Charles Nichols

STATE OF KANSAS,
DOUGLAS COUNTY, SS.

Be it remembered that on this 20th day of March, 1941, before me, Forrest A. Jackson, a Notary Public in and for said County and State, came Charles Nichols, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Forrest A. Jackson
Notary Public

(SEAL) My commission expires October 28, 1944.

Recorded March 29, 1941 at 11:00 A.M.

Harold A. Beck Register of Deeds

Receiving No. 11685

KANSAS MORTGAGE

THIS MORTGAGE, made this 27th day of March A.D., 1941, between O. H. Garber and Florence S. Garber, his wife of Douglas County, and State of Kansas, (the first party hereto); and PHOENIX JOINT STOCK LAND BANK OF KANSAS CITY (a corporation organized and existing under an Act of Congress of the United States of America, known as "The Federal Farm Loan Act"), having its principal office in Kansas City, County of Jackson and State of Missouri, (the second party hereto);

WITNESSETH, that said first party, for and in consideration of the sum of SEVEN HUNDRED FIFTY AND NO/100 Dollars, in hand paid, by the party of the second part, receipt of which is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed and by these presents does grant, bargain, sell, convey and confirm unto said second party, and to its successors and assigns forever, all of the following described real estate situate in the County of Douglas, and State of Kansas, to-wit:

The Southwest quarter of Section 2, Township 16 South, Range 16 East of the Sixth Principal Meridian, and containing 160 acres, more or less.

Subject to easements for rights of ways for public roads, highways, telephone, pipe, high or power lines, if any TO HAVE AND TO HOLD the same, together with all buildings and improvements now or at any time hereafter located thereon, with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, unto the said party of the second part, its successors and assigns forever.

All the persons together constituting said first party hereby jointly and severally covenant and agree with said second party that said first party is now lawfully seized in fee of said premises, and has good right to sell or convey the same and that same are free and clear of all liens and encumbrances, except as herein stated and that said first party will forever warrant and defend the same against all lawful claims of all persons whomsoever.

Provided always, and these presents are upon the express condition that whereas the said O. H. Garber and Florence S. Garber, his wife (is or are) justly indebted unto said second party in the principal sum of - - SEVEN HUNDRED FIFTY AND NO/100 - - Dollars, for a loan thereof made by said second party to said first party, as evidenced by a certain promissory note of even date herewith, made, executed and delivered by first party, and payable to the order of said second party at its office in Kansas City, Missouri, in the principal sum of - - SEVEN HUNDRED FIFTY AND NO/100 - - Dollars, payable, as follows in semi-annual installments of \$30.00, due on October 1, 1941, and on the first day of each and every succeeding April and October thereafter, to and including October 1, 1950, and the unpaid balance of principal and interest payable April 1, 1951. Each installment to be applied first to the payment of interest and the balance of installment to apply on the principal, with interest from April 1, 1941 at the rate of five per centum per annum, payable semi-annually on the first day of October and April of each