

MORTGAGE RECORD 85

As additional and collateral security for the payment of said note, the mortgagor hereby assigns to said mortgagee, its successors or assigns, all the rights and benefits accruing to the parties of the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage.

Provided, however, that said party of the second part, its successors or assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor, except as to sums actually collected by it or them, and that the lessees in any such leases, shall account for such rights or benefits to the parties of the first part or their assigns until notified by legal holder thereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas or mineral lease seriously depreciate the value of said land for general farming purposes, the note secured by this mortgage shall immediately become due and collectible, at the option of the holder of this mortgage.

In case of the renewal or extension of the indebtedness hereby secured, or any part thereof, all the provisions of this mortgage and the lien thereof, from its date, shall remain in force as fully and with the same effect as if it were made originally to mature at such extended time.

IN WITNESS WHEREOF, the said parties of the first part hereunto set their hands and seal the day and year first above written.

In presence of Arthur S Peck
Arthur S Peck

James Carl Clifton
Marion J. Clifton

STATE OF KANSAS,
Douglas County, ss.

BE IT REMEMBERED, That on this 28th day of June A.D. 1941, before me, the undersigned, a Notary Public, in and for said county and state, came James Carl Clifton and Marion J. Clifton, his wife, who are personally known to me to be the same persons who executed the foregoing mortgage deed and duly acknowledged the execution of the same as their voluntary act and deed.

IN TESTIMONY WHEREOF, I hereunto subscribed my name and affix my official seal on the day and year last above written.

(SEAL) My commission expires on the 3rd day of October, 1944.
Arthur S Peck
Notary Public.

Recorded July 3, 1941 at 9:55 A.M.

Harold A. Beck

Register of Deeds

Receiving No. 12230.

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 1st day of August, 1934, executed by C. C. Waters, also known as Charles C. Waters, a widower as Mortgagor(s), in favor of the Commissioner, as mortgagee, securing a note for \$1300.00, which said mortgage is recorded in Book 81 at Page 256, of the mortgage records of Douglas County, State of Kansas, and covers the following described real estate situated in said County, to-wit:

South Half (S $\frac{1}{2}$) of the Northwest fractional Quarter (NW fr. $\frac{1}{4}$) of Section Five (5), Township Fifteen (15) South, Range Twenty-one (21) East of the Sixth Principal Meridian;
Containing in all 80 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, 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 259, of the records of said County), signed by the duly authorized officers of said Bank and its corporate seal hereon impressed this 21st day of June, 1941.

ATTEST: (CORP. SEAL)
J. A. Carrioco
Asst't. 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 R H Jones
Vice-President.

STATE OF KANSAS)
COUNTY OF SELWICK ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 21st day of June, 1941, personally appeared R. H. Jones, 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 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), 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, 1944

Bethry Porter
Notary Public.

Recorded July 9, 1941 at 9:20 A.M.

Harold A. Beck

Register of Deeds