

DOUGLAS COUNTY

WHEREAS, all acts, things, and conditions prescribed by law and by the articles of incorporation and by-laws of the Mortgagor have been duly performed and complied with to authorize the execution and delivery hereof and to make the Mortgage, as supplemented hereby, a valid and binding mortgage to secure the Outstanding Notes and other notes of the Mortgagor when and as executed and delivered under and pursuant to the Mortgage;

NOW, THEREFORE, in consideration of the premises and the sum of \$5 in hand paid by the Government to the Mortgagor, the receipt whereof by the Mortgagor prior to the execution and delivery of this Supplemental Mortgage is hereby acknowledged, this Supplemental Mortgage witnesseth as follows:

1. The Mortgagor has executed and delivered this Supplemental Mortgage and has granted, bargained, sold, conveyed, warranted, assigned, transferred, pledged and set over, and by these presents does hereby grant, bargain, sell, convey, warrant, assign, transfer, pledge and set over, unto the Government and its assigns, all and singular the real and personal property of the Mortgagor falling within the classes of property embraced in the description of the "Mortgaged Property" set forth in the Mortgage, including without limitation, all and singular the real and personal property of said description heretofore acquired by or constructed, ^{BY} on behalf of the Mortgagor, or hereafter acquired by or constructed by or on behalf of the Mortgagor, and wheresoever situate, including, also without limitation, a certain tract of land located in Shawnee County, in the State of Kansas, conveyed to the Mortgagor by a certain deed, dated July 19, 1938, from George E. Joss and Clara L. Joss and recorded in the office of the Register of Deeds of Shawnee County, in the State of Kansas, on September 8, 1938, in Book 764 on Page 206, together with all buildings and improvements now or hereafter placed or constructed thereon, together with all rents, income, revenues, profits and benefits at any time derived, received or had from any and all of the above-described property of the Mortgagor, TO HAVE AND TO HOLD the same forever, for the uses and purposes and upon the trusts, terms, provisos and agreements expressed and declared in the Mortgage.

2. The Outstanding Notes are hereby confirmed as notes of the Mortgagor executed and delivered under and pursuant to the Mortgage and entitled to the security of the Mortgage, as supplemented by this Supplemental Mortgage, and of the property by the Mortgage and this Supplemental Mortgage mortgaged and pledged, or intended so to be, equally and ratably with one another and with other notes of the Mortgagor when and as executed and delivered under and pursuant to the Mortgage, without preference, priority or distinction of any one of such Outstanding Notes or other notes over any thereof and irrespective of the dates of the execution, delivery or maturity thereof, or of the assignment or negotiation thereof.

3. This Supplemental Mortgage may be simultaneously executed in any number of counterparts, and all of said counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Mortgagor has caused this Supplemental Mortgage to be signed in its name and its corporate seal to be hereunto affixed and attested by its officers thereunto duly authorized, all as of the day and year first above written.

Attest:
Paul Madden (CORP. SEAL)
Secretary
Executed by the Mortgagor in the presence of:
J. Gene Ryan
A. J. Bassett
Witnesses

THE KAW VALLEY ELECTRIC COOPERATIVE COMPANY, INC.
by D. F. Smith
President

STATE OF KANSAS)
COUNTY OF Shawnee) SS

Be it remembered, that on this 15th day of October, 1941, before me, the undersigned, a notary public in and for the County and State aforesaid, came D. F. Smith, President of The Kaw Valley Electric Cooperative Company, Inc., a corporation, who is personally known to me to be such officer and who is personally known to me to be the same person who executed as such officer the within instrument of writing on behalf of such corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

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

(SEAL) My commission expires May 8, 1943

Glen C Temple
Notary Public

Recorded October 18, 1941 at 1:50 P.M.

Harold A. Beck Register of Deeds

Receiving No. 12778

ASSUMPTION OF LIABILITY UNDER NOTE AND MORTGAGE

WHEREAS, Albert S. Palmerlee and Viola M. Palmerlee, his wife, have purchased from Ruth M. Wood and Robert E. Wood, her husband, the following described real estate, to-wit:

The East One Hundred Fifteen (115) feet of the North Twenty-five (25) feet of Lot Seven (7), and the East One Hundred Fifteen (115) feet of the South Twenty-five (25) feet of Lot Eight (8), in Block Eight (8) in Babcock's Addition to the City of Lawrence, Douglas County, Kansas,

WHEREAS, said Ruth M. Wood and Robert E. Wood did on June 3, 1939, execute a note in the sum of \$3,700.00 to The Security Benefit Association secured by a first mortgage, which said mortgage was filed for record June 7, 1939, and recorded in Book 83 at page 597 in the Office of the Register of Deeds of Douglas County, Kansas, and which said mortgage was insured by the Federal Housing Administration, and

WHEREAS, said Albert S. Palmerlee and Viola M. Palmerlee desire to have said mortgage insured in their own name by said Federal Housing Administration, and said Federal Housing Administration refuses to grant said insurance unless said Albert S. Palmerlee and Viola M. Palmerlee assume liability for the payment of said note and mortgage.

NOW, THEREFORE, in consideration of the release of Ruth M. Wood and Robert E. Wood from liability under said note and mortgage, of date June 3, 1939, we the undersigned Albert S. Palmerlee and Viola M. Palmerlee assume and agree to pay said note and mortgage at the time and in the manner therein set forth, and we agree to comply with all other conditions of said note and mortgage with the same force and effect as if we had executed said instruments ourselves.

Albert S. Palmerlee
Viola M. Palmerlee

STATE OF KANSAS)
DOUGLAS COUNTY) SS.

BE IT REMEMBERED, That on this 20th day of October A.D., 1941, before me, the undersigned Notary Public in and for the County and State aforesaid, came Albert S. Palmerlee and Viola M. Palmerlee who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year last above written.

(SEAL) My Commission expires Oct 18, 1944.

I. C. Stevenson

Recorded October 21, 1941 at 10:50 A.M.

Harold A. Beck Register of Deeds