

MORTGAGE RECORD 88

STATE OF KANSAS,)
COUNTY OF SEDGWICK) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 6th day of November, 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 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), 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.

Bethry Porter
Notary Public.

(SEAL) My Commission expires: November 23, 1944

Recorded November 7, 1941, at 3:10 P.M.

Harold A. Beck Register of Deeds

Receiving No. 12553

MORTGAGE

Receiving No. 2637
Paid
\$2.50

THIS INDENTURE, Made on this 1st day of November, 1941, by and between EDWARD L. GARRETT and NANCY ANN GARRETT, his wife, of the County of Douglas and State of Kansas, (jointly and severally, if more than one), Parties of the First Part, and THE TRAVELERS INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Connecticut, with principal office in the City of Hartford, County of Hartford and State of Connecticut, Party of the Second Part (hereinafter called the "Company");

WITNESSETH: That the said party of the First Part, in consideration of money in the principal sum of FIVE THOUSAND AND NO/100 Dollars (\$5,000.00) loaned by the said Company to the party of the First Part, the receipt whereof is hereby acknowledged, and to better secure the repayment of said principal sum together with the interest to become due thereon according to the terms of a certain promissory note hereinafter described, AND ALSO to insure the faithful performance of the covenants and agreements herein contained, does by THESE PRESENTS GRANT, SELL, CONVEY, CONFIRM AND MORTGAGE unto the said Company, its successors and assigns, forever, all and singular the real estate and premises lying and being in the County of Douglas and State of Kansas, as follows, to-wit:

The West Half of the Northeast Quarter of Section Twenty (20), Township Twelve (12), Range Twenty (20), less the following: Beginning at a point on the North line of said West Half of the Northeast Quarter of Section Twenty (20), Township Twelve (12) South of Range Twenty (20), East of the Sixth Principal Meridian, 775.8 feet East of the Northwest corner of said quarter section and meandering thence East along said North line 284.7 feet, thence South 153 feet, thence West 284.7 feet, thence North 153 feet to the point of beginning, containing One (1) acre; all above described land being East of the Sixth Principal Meridian, containing in all 79 acres more or less, according to the Government survey thereof;

TOGETHER WITH all and singular the tenements, hereditaments, buildings, improvements, privileges and appurtenances thereunto belonging or in any wise appertaining, and all homestead and contingent rights and estates whatsoever therein, and also all the rents, issues and profits thereof, including all the profits, revenues, royalties, rights and benefits accruing or to accrue to the Party of the First Part under all oil, gas and mineral leases made or to be made covering said premises during the existence of this mortgage;

TO HAVE AND TO HOLD the same unto the said Company, its successors and assigns, forever, for the uses and purposes herein expressed.

MOREOVER, the said Party of the First Part HEREBY COVENANTS AND AGREES with the said Company, its successors and assigns, as follows, to-wit:

1. That some one or more of said First Party is lawfully seized of said premises in Fee Simple absolute and has good right and lawful authority to sell, mortgage and convey the same; that the same are free from all incumbrances and charges whatsoever; that said Company shall quietly enjoy and possess said premises; and that said First Party and his heirs, devisees, executors, administrators and assigns shall forever warrant and defend the title to said lands and premises against the claims of all persons whomsoever; and the said First Party further covenants and agrees that the lien created by this instrument is a first and prior lien on the above described lands and improvements.

2. To pay to said Company at its office in Hartford, Connecticut, or at its successors and assigns, the said principal sum of FIVE THOUSAND AND NO/100 Dollars (\$5,000.00) and interest on the balance thereof from time to time remaining unpaid, in lawful money of the United States of America or its equivalent in New York exchange in accordance with the terms and conditions of a certain promissory note for said principal sum, bearing even date herewith, made payable to the order of the said Company and executed and delivered to the Company by the said Party of the First Part, and secured by this mortgage.

3. To furnish and leave with said Company, during the time said promissory note and all renewals thereof shall remain unpaid, a complete abstract of title to the land hereinbefore described, which abstract, in the event of foreclosure of this mortgage, shall become the property of the grantee in the deed executed pursuant to said foreclosure.

4. To keep the said lands and improvements free from all incumbrances and liens or claims for liens of whatsoever nature, and to protect and defend the title and possession of said premises to the end that this mortgage shall be and remain a first lien on said premises until the indebtedness hereby secured shall be fully paid.

5. That the said Company shall be subrogated to the lien, though released of record, of any prior incumbrances on the said premises paid or discharged from the proceeds of the loan represented by the aforesaid promissory note.

6. To pay before the same become delinquent all taxes and assessments and impositions of every kind that may be levied, assessed or imposed by authority of the United States of America or by the State of Kansas or any political subdivision or municipality in said State, which may be or become a lien upon said real estate or any part thereof or interest therein, including any mineral or royalty interest therein.

7. To keep the buildings, fences and other improvements now or hereafter erected on said lands in sound condition and in good repair and to commit or permit no waste on the said premises.

8. To keep, during the existence of this mortgage, all buildings and improvements erected and to be erected on said premises constantly insured against loss and damage by fire for the sum of at least Fifteen Hundred and no/100 Dollars (\$1,500.00) in a company or companies which may be designated by the said Company, and to provide insurance against hazards other than fire in like amount, if demanded by the said Company, and that all policies of insurance without exception and of whatsoever nature and of whatever amount taken out on the said improvements

The Travelers Insurance Company, the mortgagee in this instrument, does hereby acknowledge the payment of the debt secured by the foregoing mortgage, and authorizes the Register of Deeds of Douglas County, Kansas, to discharge the same from the public records. In witness whereof, this said Company has caused this certificate to be signed by its Vice President and its Common seal to be hereunto affixed, this 26th day of February 1943. The Travelers Insurance Company
 B. H. A.

This Release was written on the original Mortgage entered this 2nd day of March 1943.
Harold A. Beck
 Reg. of Deeds.