

MORTGAGE RECORD 88

with the appurtenances, and all the estate, title and interest, of the said parties of the first part therein. And the said parties of the first part 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 encumbrances.

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than Two Thousand - - Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

THIS GRANT is intended as a Mortgage to secure the payment of the sum of Eighteen Hundred - - Dollars, according to the terms of a certain mortgage note or bond this day executed by the said parties of the first part and payable on the 1st day of December 1946, to the order of said second party, with interest thereon according to the tenor thereof payable semi-annually according to the terms of 10 interest notes attached, and all of said notes bearing ten per cent interest after due; both principal and interest being payable in lawful money of the United States of America at the Ottawa, Kansas, And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or if the taxes on said land are not paid when the same become due and payable, or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair, or if the improvements are not kept in good condition, or if waste is committed on said premises, then this conveyance shall become absolute, and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the second parties executors, administrators and assigns, at any time thereafter, to take possession of the said premises and all the improvements thereon, and receive the rents, issues and profits thereof, and to sell the premises hereby granted or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale, to retain the amount then unpaid of principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties or their heirs and assigns.

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

Murlin L Cook
Orpha P Cook

STATE OF KANSAS,)
Franklin County,)ss

BE IT REMEMBERED, That on this 1st day of December A. D., 1941, before me a Notary Public in and for said County and State, came Murlin L. Cook and Orpha P. Cook his wife, to me personally known to be the same person who executed the foregoing instrument, 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.

(SEAL) Commission expires on the 8th day of April 1945.

S. W. Spangler
Notary Public

Recorded December 13, 1941 at 9:40 A. M.

W. A. Beck

Register of Deeds

This Release
was written
on the original
Mortgage.

Entered
this 15th day
of July 1945
at 10:20 a.m.

W. A. Beck
Reg. of Deeds
Deputy

Receiving No. 13007

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 2nd day of May, 1939, executed by Edward E. Garrett and Nancy A. Garrett, his wife as mortgagor(s), in favor of the Commissioner, as mortgagee, securing a note for \$5,400.00, which said mortgage is recorded in Book 70 at Page 443, of the mortgage records of Douglas County, State of Kansas, and covers the following described real estate situated in said County, to-wit:

West Half (W $\frac{1}{2}$) of Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty (20), Township Twelve (12) South, Range Twenty (20) East of the Sixth Principal Meridian;
Containing 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 Deeds at Page 289, of the records of said County), signed by the duly authorized officers of said Bank and its corporate seal hereon impressed this 6th day of December, 1941.

(CORP. SEAL)

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 W. E. Fisher
Vice-President.

ATTEST: J. A. Carrico
Ass't Secretary
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 December, 1941, personally appeared W. E. Fisher, 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.
(SEAL) My Commission expires November 23, 1944

Bethry Porter Notary Public

Recorded December 15, 1941 at 9:35 A. M.

W. A. Beck

Register of Deeds.