

DOUGLAS COUNTY

Receiving No. 14072

RELEASE OF 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 23 day of April, 1937, executed by Hugo Nieder and Alta J. Nieder, his wife as mortgagor(s), in favor of the Commissioner, as mortgagee, securing a note for \$1,100.00, which said mortgage is recorded in Book 70 at Page 431, of the mortgage records of Douglas County, State of Kansas, and covers the following described real estate situated in said County, to-wit:

Northwest fractional Quarter (NW fr. $\frac{1}{4}$), less 2/39 of an acre to the county, of Section Thirty-one (31), Township Thirteen (13) South, Range Nineteen (19) East of the Sixth Principal Meridian; Containing 158.49 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 22nd day of May, 1942.

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.

(CORP. SEAL)

ATTEST:

J. A. Carrioco 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 22nd day of May, 1942, 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.

(SEAL) My Commission expires: November 23, 1944

Bethry Porter
Notary Public

Recorded June 2, 1942 at 4:00 P. M.

Harold A. Beck Register of Deeds.

Receiving No. 14078

EXTENSION OF MORTGAGE

Reg. No. 3011
Fee Paid \$4.25

WHEREAS, PHILIP N. MILLER and EVALENA MILLER, his wife executed and delivered to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a certain note secured by a mortgage upon real property situated in Douglas County, Kansas, dated April 18, 1937, which said mortgage was recorded in said County on May 13, 1937, in Volume 83 of Mortgages, on page 141 and which said note and mortgage are now owned and held by The Prudential Insurance Company of America, and

WHEREAS, the said note has matured, or will mature on June 1, 1942, either in accordance with its terms or by virtue of the terms of a previous extension, and

WHEREAS, title to the mortgaged premises is now vested in PHILIP N. MILLER and EVALENA MILLER, his wife, owner, subject to said mortgage, and

WHEREAS, the said Insurance Company has been requested to extend the time of payment of the indebtedness represented by the aforesaid note upon the terms hereinafter set forth, which it has agreed to do in consideration of the agreement herein contained, on the part of the signers hereof, provided the said mortgage loan is not in default in any respect as of the aforesaid date of maturity, and provided that the principal amount remaining unpaid on that date shall be no greater than the sum of ONE THOUSAND SEVEN HUNDRED & No/100 DOLLARS, which provisions shall be conditions of this agreement,

NOW, THEREFORE, the undersigned hereby jointly and severally promise and agree to pay the said principal sum of ONE THOUSAND SEVEN HUNDRED & No/100 DOLLARS as follows: ONE THOUSAND SEVEN HUNDRED & No/100 due and payable on June 1, 1949 with interest thereon from June 1, 1942, to June 1, 1949, or until default, at the rate of Four and one half (4 $\frac{1}{2}$) per cent. per annum, payable semi-annually; and with interest after maturity or after default in the payment of principal or interest, as set forth in said note, if such interest rate after default or after maturity be lawful under present statutes; but if not, then at the maximum rate permissible under such statutes;

PREPAYMENT PRIVILEGE: Privilege is given to make additional payments on the principal of this indebtedness in sums of \$100 or multiples thereof on any date when interest becomes due and payable; provided, however, that the amount so paid during any year ending at an anniversary of the date from which interest accrues hereunder, added to obligatory principal payments, if any, falling due within such one year period, shall not exceed one-fifth of the principal sum payable under the terms of this instrument. Provided further that in the event of a bona fide sale by the maker hereof of the property which secures this indebtedness, payment in full or in part of the indebtedness may be made at, or at any time within 30 days after, the date of delivery of the deed in connection with such sale, such payment to be accompanied by a prepayment charge equivalent to 90 days interest on the amount paid.

The aforesaid owner agrees to keep the buildings upon the mortgaged real estate insured in such forms of insurance as may be required by the Mortgagee in insurance companies and in amount satisfactory to the Mortgagee, and the policies shall contain all proper clauses for the protection of the Mortgagee. If the owner shall fail to perform the above agreement the Mortgagee may declare the Mortgage in default, with the same appropriate penalties as recited in the Mortgage for other defaults, and may effect said insurance and all money paid therefor with interest at the penalty rate recited in said Mortgage shall be secured by and collectible under said Mortgage.

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 PHILIP N. MILLER and EVALENA MILLER, his wife, have hereunto set their hands