

DOUGLAS COUNTY

Receiving No. 15166

RELEASE

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, The Federal Land Bank of Wichita, Wichita, Kansas, a corporation (hereinafter referred to as the Bank), does 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 Bank, as mortgagee, securing a note for \$1,700.00, which said mortgage is recorded in Book 81 at Page 135, 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 signature of the Bank, signed by its duly authorized officers and its corporate seal hereon impressed this 16th day of June, 1942.

(CORP. SEAL)

ATTEST:

J. A. Carrico Ass't. Secretary

THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas,
a corporation,
By R. H. Jones Vice-President.

STATE OF KANSAS, COUNTY OF SEDGWICK, ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 16th day of June, 1942, personally appeared R. H. Jones, to me personally known and known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President, and he being by me duly sworn did say that he is such officer and that the seal affixed to said instrument is the corporate seal of said corporation and that the same was signed and sealed in behalf of said corporation by authority of its board of directors, and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, 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, 1942 at 9:20 A. M.

Ward A. Bee Register of Deeds.

Receiving No. 15180

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned Loren A. Wade and Martha A. Wade, husband and wife, of the County of Douglas, State of Kansas, hereinafter called Mortgagor, has become justly indebted to the United States of America, acting by and through the Secretary of Agriculture, pursuant to the provisions of Title I of the Bankhead-Jones Farm Tenant Act, hereinafter called Mortgagee, as evidenced by one certain promissory note dated the 6th day of July, 1942, for the Principal sum of Eight Thousand Eight Hundred Sixty-five and no/100 Dollars (\$8,865.00) with interest at the rate of three per cent (3%) per annum, principal and interest payable and amortized in installments as therein provided; and in

WHEREAS, Mortgagor is desirous of securing the prompt payment of said note, and the several installments of principal and interest at maturity, and any extension or renewal thereof, and any agreement supplementary thereto, and any additional indebtedness accruing to Mortgagee on account of any future advances or expenditures made as hereinafter provided, and the performance of each and every covenant and agreement of Mortgagor herein contained:

NOW, THEREFORE, in consideration of the said indebtedness and to secure the prompt payment thereof, as the same matures or becomes due, and of any extension or renewal thereof, or of any agreement supplementary thereto, and to secure the performance of each and every covenant and agreement of Mortgagor herein contained, Mortgagor does hereby and with these presents mortgage and warrant unto Mortgagee the following described real estate situated in the County of Douglas, State of Kansas, to-wit:

The Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) of Section Five (5); the North Half of the Northwest Quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$), the Southwest Quarter of the Northwest Quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$), that part of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ SW $\frac{1}{4}$) lying West of the right-of-way of the Atchison, Topeka and Santa Fe Railroad (formerly the L. L. & G. Railroad), containing Five (5) acres, more or less, and Subdivision 12 of vacated Prairie City lying in the Northwest corner of the Northeast Quarter (NE $\frac{1}{4}$), containing Twelve (12) acres, more or less, of SECTION EIGHT(8), all in Township Fifteen (15) South, Range Twenty (20), East of the Sixth Principal Meridian, subject to a pipeline right-of-way granted to Cities Service Gas Company by instrument dated June 27, 1929, and recorded in Book 125, Page 120, and Mortgagors do grant, bargain, sell and convey unto Mortgagee all Mortgagors' right, title and interest in and to the pipeline right-of-way referred to above, being the same land

that was conveyed to the Mortgagors as joint tenants by a certain deed made by Robert A. Miller, single, and Julia D. Miller, single dated July 13 1942, and recorded in Book 145, Page 313.

together with all rents and other revenues or incomes therefrom, and all and singular, the rights, easements, hereditaments, and appurtenances thereunto belonging, or in any wise incident or appertaining, and all improvements and personal property now or hereafter attached to or reasonably necessary to the use of the real property herein described, all of which property is sometimes hereinafter designated as "said property".

TO HAVE AND TO HOLD, all and singular, said property before mentioned unto Mortgagee and its assigns forever.

MORTGAGOR, for himself, his heirs, executors, administrators, successors and assigns, does hereby and by these presents covenant and agree:

1. To pay, before the same shall become delinquent, all taxes, assessments, levies, liabilities, obligations and encumbrances of every nature whatsoever which affect said property or the Mortgagee's rights and interests therein under this Mortgage or the indebtedness hereby secured, and promptly to deliver to Mortgagee, without demand, receipts evidencing such payments.

2. Immediately upon the execution of this mortgage to provide, and thereafter continuously to maintain fire insurance policies and such other insurance policies as Mortgagee may then or from time to time require upon the buildings and improvements now situate or hereafter constructed in or upon said Property. Said fire and other insurance policies shall be deposited with the Mortgagee and shall be with companies, in amounts and on terms and conditions approved by Mortgagee.

3. Personally and continuously to use said property as a farm, and for no other purpose; at all times to maintain said property in proper repair and good condition; to commit or suffer no waste or exhaustion of