

## MORTGAGE RECORD 88

after the same becomes due, the said first parties agree to pay to the said second party, or its assigns, interest at the rate of ten percent per annum, computed annually on said principal note from the date of default, to the time when said principal and interest shall be fully paid; and in case of default of any of the covenants herein contained, the rents, royalties and the profits of the said premises are pledged to the legal holder or holders hereof as additional and collateral security for the payment of all moneys mentioned herein and said legal holder shall be entitled to the possession of said property by a receiver or otherwise as it may elect; provided, however, that said party of the second part, its successors and assigns, shall be chargeable with no liability with reference to such rents, royalties and profits, nor be accountable, therefor, except as to sums actually collected by it, and that the lessees in any such leases shall account for such rights, rents, royalties or benefits to the parties of the first part, or their assigns, until notified by the legal holder hereof to account for and pay over the same to such legal holder. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

SIXTH. If such payments be made as herein specified, this conveyance shall be void, and is to be released at the expense of said party of the second part; but if said principal or interest notes, or any part thereof, or any interest thereon, be not paid according to the terms of said notes, or if said taxes or assessments be not paid as provided herein, or if default be made in the agreement to insure, or in the covenant against incumbrances, or any other covenant herein contained, then this conveyance shall, at the option of second party, become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, or assigns, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, without further notice. In case of such foreclosure, said real estate shall be sold without appraisalment.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

STATE OF KANSAS, ) SS.  
County of Douglas )

C. T. Hough  
Margaret Louise Hough

BE IT REMEMBERED, That on this 5th day of August A. D. 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came C. T. Hough and Margaret Louise Hough, his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

Arthur S. Peck  
Notary Public

(SEAL) Commission expires 10/3/44

Recorded August 5, 1942 at 1:30 P.M.

*Harold A. Beck* Register of Deeds

Receiving No. 15332

PARTIAL 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 and discharge the following described real estate situated in Douglas County, State of Kansas, to-wit:

The East Half of the Southwest Quarter (E $\frac{1}{2}$  SW $\frac{1}{4}$ ) of Section Twenty-nine (29), in Township Thirteen (13), South, Range Nineteen (19) East of the Sixth Principal Meridian, containing 80 acres, more or less.  
(Effective only as to security above-described. See Limitations below)

From the lien of that certain real estate mortgage dated the 1st day of October 1934, executed by Alec G. Banks and Trace H. Banks, his wife, as mortgagor(s), in favor of the Bank, as mortgagee, which said mortgage is recorded in Book 81 at Page 142 of the mortgage records of said County, Provided, however, and it is expressly agreed and understood, that the lien of said mortgage is hereby retained upon all of the other property covered thereby, not specifically described herein; and that the execution of the partial release shall not affect, in any manner, the validity or priority of said mortgage as a lien upon such other property.

WITNESS the signature of the Bank, signed by its duly authorized officers and its corporate seal hereon impressed this 1st day of August 1942,

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

(CORP. SEAL) ATTEST:  
J. A. Carrico, Assistant Secretary

STATE OF KANSAS )  
COUNTY OF SEDGWICK ) SS.

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of August 1942, personally appeared C. R. Kurt 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.

Bethry Porter  
Notary Public

(SEAL) My Commission expires: November 23, 1944.

Recorded August 6, 1942 at 9:45 A. M.

*Harold A. Beck* Register of Deeds

Receiving No. 15333

PARTIAL 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 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 and discharge the following described real estate situated in Douglas County, State of Kansas to-wit