

## DOUGLAS COUNTY

This release was written on the original mortgage entered in this 17 day of August 1942

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 \$-----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 \$350.00 THREE HUNDRED FIFTY 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 21st day of September 1943, to the order of said second party said note to bear interest at the rate of 7% per annum.

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 part his 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 hand and seal the day and year first above written.

Signed, Sealed and Delivered in the presence of

Ava Stewart  
Bryan J Stewart

STATE OF KANSAS )  
Franklin County ) SS:

BE IT REMEMBERED, That on this 21st day of September, A. D., 1942 before me, a Notary Public in and for said County and State, came Ava Stewart and Bryan J. Stewart, her husband 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 subscribed my name, and affixed my official seal on the day and year last above written.

(SEAL) Commission expires Jan. 17 1944.

Bertha Rufford  
Notary Public

Recorded September 26, 1942 at 10:00 A. M.

Harold A. Beck  
Register of Deeds

Receiving No. 15723

(The following is endorsed on the original Mortgage recorded in Book 74, Page 380)

A S S I G N M E N T

For Value Received, the undersigned owner of the within mortgage, does hereby assign and transfer the same to The Douglas County Building and Loan Association (CORP. SEAL)

STATE OF KANSAS )  
COUNTY OF DOUGLAS ) SS:

THE FIRST NATIONAL BANK OF LAWRENCE  
By F. C. Whipple

Vice President

Be It Remembered, that on this 25th day of September, A. D., 1942 before me, the undersigned, a Notary Public in and for said County and State, came F. C. Whipple Vice President, The First National Bank of Lawrence the mortgagee named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage, and such person duly acknowledged the execution of said assignment.

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

(SEAL) My Commission Expires April 17, 1943.

Rose Gieseman  
Notary Public

Recorded September 26, 1942 at 10:40 A. M.

Harold A. Beck  
Register of Deeds

Receiving No. 15727

M O R T G A G E R E L E A S E

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 1st day of March, 1934, executed by Mary A. Preist, a widow, as mortgagor(s) in favor of the Commissioner, as mortgagee, securing a note for \$5000.00 which said mortgage is recorded in Book 72 at Page 127, of the mortgage records of Douglas County, State of Kansas, and covers the following described real estate situated in said County, to-wit:

The West Half (W $\frac{1}{2}$ ) and the Southeast Quarter (SE $\frac{1}{4}$ ) of Section Twenty-One (21) except one acre in SE $\frac{1}{4}$  used for school purposes, and the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Twenty-two (22), all in Township Twelve (12) South, Range Eighteen (18) East of the Sixth Principal Meridian.

and containing 639 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 4th day of June, 1942.

(CORP. SEAL) ATTEST:

J. A. Carrico Ass't. Secretary

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. N. Jones Vice-President.

The within Mortgage having been paid in full, it is hereby released on the 17th day of August 1942