

## DOUGLAS COUNTY

Receiving No. 17102

## RELEASE OF MORTGAGE

## KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of Seven Thousand Seven Hundred Fifty-four and 88/100 DOLLARS, (\$7754.88) in hand paid, the receipt whereof is hereby acknowledged, the United States of America as owner and holder thereof does hereby release the following real estate mortgage.

Real estate mortgage executed by the Baldwin Cooperative Creamery Association, mortgagor, to the United States of America, mortgagee, upon the following described real property situated in Douglas County, Kansas, to-wit:

Lots numbered Forty-one (41), Forty-two (42), Forty-three (43) and Forty-four (44), on Sixth street, in the City of Baldwin City,

Said mortgage is dated July 2, 1937, and was recorded in the office of the Register of Deeds of Douglas County, Kansas on the 2nd day of July, 1937, in Book 83, page 164.

IN WITNESS WHEREOF, the United States of America has caused these presents to be signed the Twenty-Fifth day of March, 1943.

THE UNITED STATES OF AMERICA

By Cal A. Ward.

Regional Director

Region VII

Farm Security Administration

U. S. Department of Agriculture

STATE OF NEBRASKA )  
COUNTY OF LANCASTER ) SS.

Before me the undersigned, a Notary Public in and for said county and state personally appeared Cal A. Ward known to me to be the Regional Director of Region VII of the Farm Security Administration, United States Department of Agriculture, and duly acknowledged the foregoing instrument to be the act and deed, of the United States of America and that he executed and delivered the same for and on behalf of the United States of America by virtue and in pursuance of authority duly conferred upon him, and acknowledged the execution thereof to be his free and voluntary act and deed as such Regional Director and the voluntary act and deed of the United States of America.

Given under my hand and official seal this Twenty-Fifth day of March, 1943.

Warda M. Powell

Notary Public

SEAL) My Commission expires: March 12, 1948

Recorded March 31, 1943 at 9:45 A. M.

Register of Deeds

Receiving No. 17117

## MORTGAGE

Reg. No. 3376

Fee Paid 9.25

This Indenture, Made the 1st day of March A. D. 1943, between William H. Johanning and Carrie M. Johanning his wife parties of the first part, and The Equitable Life Assurance Society of the United States, a corporation organized and existing under the Laws of the State of New York, having its principal office at number 393 Seventh Avenue, New York City, N. Y. party of the second part:

Witnesseth, That the said parties of the first part, in consideration of Three Thousand Seven Hundred Fifty and no/100 Dollars, to them in hand paid, the receipt whereof, is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, its successors or assigns, forever, the following described Real Estate situated in the County of Douglas and State of Kansas, to-wit:

Southeast Quarter of Section Twenty (20) Township Fourteen (14) South, Range Nineteen (19) East of the Sixth Principal Meridian.

and containing 160 acres, more or less.

To have and to Hold the same with all and singular the hereditaments and appurtenances thereunto belonging unto the said party of the second part, its successors or assigns, forever.

And the said parties of the first part 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, and that they have a good right to sell and convey said premises and that they are free and clear of all incumbrances, and that the parties of the first part hereby warrant and defend the title thereto against the claims of all persons whomsoever, and hereby expressly waive all benefit of the homestead, appraisement, exemption and stay laws of the State of Kansas and agree to pay all fees necessary for recording this instrument.

Conditioned, However, That whereas, the said parties of the first part, are justly indebted to the said The Equitable Life Assurance Society of the United States for money borrowed in the principal sum of Three Thousand Seven Hundred Fifty and no/100 Dollars, to secure the payment of which the parties of the first part have executed and delivered to the said The Equitable Life Assurance Society of the United States a certain promissory note in the sum of Three Thousand Seven Hundred Fifty and no/100 -- Dollars, bearing even date herewith and payable to the order of the Equitable Life Assurance Society of the United States, its successors or assigns, according to the tenor and effect of said note, with interest there on from March 1, 1943 to maturity at the rate provided for in said note and both principal and interest to bear interest after maturity at the rate of ten (10) per cent per annum, payable annually, until paid.

And said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due and payable and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises, or any part thereof, or upon the interest of the mortgagees, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and, so long as any part of the debt hereby secured remains unpaid to procure and maintain policies of fire and if required tornado and windstorm insurance on the buildings erected and to be erected upon the above described premises in some responsible company or companies, to the satisfaction of the party of the second, part, to the amount of -- Dollars, loss, if any, payable to the mortgagee or its assigns, It is further agreed that all policies of insurance, of whatever nature and of whatever amount, taken out on said improvements or fixtures thereto attached during the existence of the debt hereby secured, shall be constantly assigned, pledged and delivered to said party of the second part, for further securing the payment thereof; and all renewal policies to be delivered to the party of the second part at its New York office at least three days before the expiration of the old policies, with full power hereby conferred to settle and compromise all loss claims, to demand, receive and receipt for all moneys becoming payable thereunder, and the same to apply toward the payment of said obligations, unless otherwise paid, or in rebuilding or restoring the damaged buildings as the mortgagee may elect; and in the event of foreclosure hereunder, with power to assign to the purchaser at foreclosure sale the unexpired term of all such policies; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens and upon demand by the said party of the second part, its successors or assigns, shall pay all prior liens, if any which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of

This release was written on the original mortgage entered this 16 day of March 1943  
 by Ed C. Beck  
 Reg. of Deeds  
 Douglas County, Kansas