

MORTGAGE RECORD 88

bility, the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

-- IN WITNESS WHEREOF the Mortgagors have hereunto set their hands and seals the day and year first above written.

Lester R. Hegeman
Alice N. Hegeman

STATE OF KANSAS, COUNTY OF Douglas, ss:

BE IT REMEMBERED, that on this 28th day of March, 1944, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Lester R. Hegeman and wife, Alice N. Hegeman, to me personally known to be the same persons who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

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

Pearl Enick
Notary Public

(SEAL) My Commission expires Dec. 31. 1944

Recorded March 28, 1944 at 4:25 P.M.

Harold A. Beck

Register of Deeds

Receiving No. 20257 ✓

RELEASE OF MORTGAGE

For value, JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, of Boston, Massachusetts, hereby acknowledges satisfaction and releases the certain mortgage dated April 14, 1943, for \$4,100 made by Harry J. Larriek, single to said John Hancock Mutual Life Insurance Company, describing land in Douglas County, Kansas, which mortgage is recorded in Volume 88 on page 441 of Mortgage Records of said County.

Dated Boston, Massachusetts, March 13, 1944
COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF SUFFOLK) ss

JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY
By Clyde F. Gay
Second Vice President (Clyde F. Gay)

On this 13th day of March, 1944, before me, a Notary Public in and for said Commonwealth, came Clyde F. Gay, a second Vice President of John Hancock Mutual Life Insurance Company, to me personally known to be the identical person who executed for and on behalf of said company the foregoing release of mortgage, and acknowledged to me that he executed the same as his voluntary act and deed and the voluntary act and deed of said company for the uses and purposes therein set forth.

Witness my hand and official seal

(SEAL) My Commission Expires April 21st, 1950

Frank L. Baker
(Frank L. Baker) Notary Public

Recorded March 29, 1944 at 2:40 P.M.

Harold A. Beck

Register of Deeds

Receiving No. 20219 ✓

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned Leonard N. Bagby and Ada Bagby, 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 17 day of March, 1944, for the principal sum of Seven Hundred eighty and no/100 Dollars (\$780.00) with interest at the rate of three per cent (3%) per annum, principal and interest payable and amortized in installments as therein provided; and later

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 Northwest Fractional Quarter (NW1/4) of SECTION THIRTY-ONE (31), Township Thirteen (13) South Range Eighteen (18), East of the Sixth Principal Meridian; and that part of the Southwest Quarter (SW1/4) of SECTION THIRTY (30), Township Thirteen (13) South, Range Eighteen (18), East of the Sixth Principal Meridian, described as follows: Beginning at the Southeast corner of the Southwest Quarter (SW1/4) of said Section 30, thence North 30 rods, thence 98 rods and 4 feet in a Northwesterly direction, thence South 32 rods and 12 feet to the South line of said quarter section, thence East to the place of beginning,
Subject to a prior mortgage given by the Mortgagor to the United States of America, dated January 26, 1944, recorded in Book 88, Page 537, to secure payment of the sum of \$7,765.00, plus interest at the rate of 3% per annum, evidenced by a certain promissory note dated January 21, 1944 and executed by the Mortgagor.

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

Mort Release - see Book 104, Page 253

See Page 569