Receiving No. 21663

PARTIAL RELEASE OF REAL ESTATE MORTGAGE

For and in consideration of the sum of One Dollar ($1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the Federal LandBank 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 South Half of the Northeast Quarter ($S\frac{1}{2}NE\frac{1}{4}$) of Section Twenty-two (22) Township Fourteen (14) South, Range Eighteen (18) East and the West Forty (40) acres of the Southwest Quarter ($SW\frac{1}{4}$) of Section Twenty-three (23) Township Fourteen (14) South, Range Eighteen (18) East and the Northwest Quarter of the Northwest Quarter ($NW\frac{1}{4}NW\frac{1}{4}$) of Section Twenty-six (26) Township Fourteen (14) South, Range Eighteen (18) East of the 6th Principal Meridian, containing 160 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 17th day of May, 1934, executed by William Kingery and Nancy Kingery, his wife as mortgagors, in favor of the Bank, as mortgagee, which said mortgage is recorded in Book 72 at Page 105, 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 this 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 25th day of September, 1944.

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

ATTEST:
John W. Coleman, Secretary (CORP. SEAL)

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 25th day of September, 1944, 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.

Lois Howard,
Notary Public

My Commission expires April 1, 1946
(SEAL)

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Recorded October 2, 1944 at 3:00 p.m.

Harold A. Beck Register of Deeds

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Receiving No. 21677

Reg. No. 3901
Fee Paid $6.00

MORTGAGE

THIS INDENTURE, Made this 30th day of September, 1944, by and between Grant Smith and Flossie D. Smith, his wife of Lawrence, Kansas, Mortgagor, and The First National Bank of Lawrence, Lawrence, Kansas, a corporation organized and existing under the laws of the United States, Mortgagee:

WITNESSETH, That the Mortgagor, for and inconsideration of the sum of Twenty-four hundred and no/100 - - Dollars ($2400.00), the reciept of which is hereby acknowledged does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

Lot No. fifteen (15) in Block No eight (8) in Lanes First Addition, an addition to the City of Lawrence,

TO HAVE AND TO HOLD the premises, described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereagter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein forthe purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of thefreehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor, of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Twenty-four hundred and no/100 - - Dollars ($2400.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of four and one-half per centum ($4\frac{1}{2}\%$) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The First National Bank of Lawrence in Lawrence, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Fifteen and 19/100, ($15.19) commencing on the first day of November, 1944, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of October, 1964.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; Provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Grantee an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the Grantee upon its obligation to the Federal Housing Administrator on account of mortgage insurance.

For Assignment see Book 88, Page 617