

DOUGLAS COUNTY

Receiving No. 25504

RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

Whereas, on the Fourth day of January, 1940, a certain mortgage was executed by J. Clifford Harper and Gladys L. Harper, his wife, mortgagors, to the First National Bank of Lawrence, Lawrence, Kansas, a corporation, mortgagee for the sum of Two Thousand and No/100 Dollars (\$2000.00) upon the following described real estate, viz:

Lot numbered one hundred three (103) on Ohio Street in the City of Lawrence, in Douglas County, Kansas which said mortgage is recorded in Book 65 of Mortgages at Page 129 of the records of Douglas County, Kansas. And Whereas, said mortgage and the note secured thereby were on the Second day of February, 1940, assigned by the First National Bank of Lawrence to the RFC Mortgage Company, which assignment is recorded in Volume 65 at Page 209 of the records of Douglas County, Kansas.

And Whereas, on the Twenty-seventh day of February, 1942, the RFC Mortgage Company assigned said mortgage and note secured thereby to The Pyramid Life Insurance Company, a Corporation, which assignment is duly recorded in Volume 88 at Page 143 of the records of Douglas County, Kansas.

And Whereas, the note secured by the said mortgage has been fully satisfied.

Now, Therefore, The Pyramid Life Insurance Company, the above named assignee and holder of said mortgage does hereby remise, release and forever quit claim all its right, title and interest in and to the above mentioned property which the said The Pyramid Life Insurance Company, a Corporation, may have acquired by virtue of said above named mortgage to J. Clifford Harper and Gladys L. Harper, the said mortgagors, their heirs or assigns forever.

In Witness Whereof, the said holder of said mortgage has caused these presents to be signed in its name by its Vice-President and its corporate seal to be affixed, attested by its Secretary on this 13th day of November, 1945.

ATTEST
K. W. Holterman
Secretary
STATE OF MISSOURI
COUNTY OF JACKSON)SS

The Pyramid Life Insurance Company
By Floyd E. Jacobs
Vice-President

Before me, the undersigned Notary Public, in and for said County and State, on this 13th day of November 1945, personally appeared Floyd E. Jacobs, Vice-President of The Pyramid Life Insurance Company to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President, and 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 therein set forth.

Witness my hand and official seal the day and year above written.

N. C. Dunham
Notary Public

(SEAL) My Commission Expires Sept. 27, 1948

Recorded November 16, 1945 at 9:40 A. M.

Harold A. Beck

Register of Deeds.

Receiving No. 25516

AMORTIZATION MORTGAGE

THIS INDENTURE, Made this 14th day of November, 1945, between C. C. CLARRIDGE AND VERA CLARRIDGE, his wife, of the County of Douglas, and State of Kansas, hereinafter called mortgagor, whether one or more, and THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas, hereinafter called mortgagee.

WITNESSETH: That said mortgagor, for and in consideration of the sum of EIGHT THOUSAND THREE HUNDRED AND NO/100 (\$8,300.00) DOLLARS, in hand paid by mortgagee, receipt of which is hereby acknowledged, mortgages to said mortgagee, all of the following described real estate situate in the County of Douglas, and State of Kansas, to-wit:

Southeast Quarter of Section Six, Township Fifteen South, Range Twenty-one East of the Sixth Principal Meridian.
Containing 160 acres, more or less, according to the U.S. Government Survey thereof;

Together with all privileges, hereditaments and appurtenances thereunto belonging or in any wise appertaining, including all water, irrigation and drainage rights of every kind and description, however evidenced or manifested, and all rights-of-way, apparatus and fixtures belonging to or used in connection therewith, whether owned by mortgagor at the date of this mortgage, or thereafter acquired.

This mortgage is given to secure the payment of a promissory note of even date herewith, executed by mortgagor to mortgagee, in the amount of \$8300.00, with interest at the rate of four per cent per annum, said principal, with interest, being payable on the amortization plan in semi-annual installments, the last installment being due and payable on the 1st day of December, 1978, and providing that defaulted payments shall bear interest at the rate of six per cent per annum.

Mortgagor hereby covenants and agrees with mortgagee as follows:

1. To be now lawfully seized of the fee simple title to all of said above described real estate; to have good right to sell and convey the same; that the same is free from all encumbrances; and to warrant and defend the title thereto against the lawful claims or demands of all persons whomsoever.

2. To pay when due all payments provided for in the note(s) secured hereby.

3. To pay when due all taxes, liens, judgments, or assessments which may be lawfully assessed or levied against the property herein mortgaged.

4. To insure and keep insured buildings and other improvements now on, or which may hereafter be placed on, said premises, against loss or damage by fire and/or tornado, in companies and amounts satisfactory to mortgagee, any policy evidencing such insurance to be deposited with, and loss thereunder to be payable to, mortgagee, as its interest may appear. At the option of mortgagor, and subject to general regulations of the Farm Credit Administration, sums so received by mortgagee may be used to pay for reconstruction of the destroyed improvement(s); or, if not so applied may, at the option of mortgagee, be applied in payment of any indebtedness, matured or unmatured, secured by this mortgage.

5. To use the proceeds from the loan secured hereby solely for the purposes set forth in mortgagor's application for said loan.

6. Not to permit, either wilfully or by neglect, any unreasonable depreciation in the value of said premises or the buildings and improvements situate thereon, but to keep the same in good repair at all times; not to remove or permit to be removed from said premises any buildings or improvements situate thereon; not to commit or suffer waste to be committed upon the premises; not to cut or remove any timber therefrom, or permit same, excepting such as may be necessary for ordinary domestic purposes; and not to permit said real estate to depreciate in value because of erosion, insufficient water supply or for inadequate or improper drainage or irrigation of said land.

7. To reimburse mortgagee for all costs and expenses incurred by it in any suit to foreclose this mortgage, or in any suit in which mortgagee may be obliged to defend or protect its rights or lien acquired hereunder, including all abstract fees, court costs, a reasonable attorney fee where allowed by law, and other expenses; and such sums shall be secured hereby and included in any decree of foreclosure.

This mortgage is subject to the Federal Farm Loan Act and all acts amendatory thereof or supplementary thereto.

In the event of the death of mortgagor, the heir(s) or legal representative(s) of mortgagor shall have