

DOUGLAS COUNTY

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by George T. Grant and Mary Grant, his wife,

Beginning 30 feet West of the Northeast corner of North West Quarter of Block 11, in that that part of the City of Lawrence, known as North Lawrence, Douglas County, Kansas, thence West 47 feet, thence South 142½ feet, thence East 47 feet, thence North 142½ feet to the place of beginning, in amount of \$215.72 dated the 2nd day of August, A.D. 1938, which is recorded in Book 82 of Mortgages, page 404, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 30 day of November, A.D. 1945.

Rosa A. Rucker

State of California)
Los Angeles County ss:

Be it remembered, that on this 1st day of December A.D. 1945 before me, the undersigned, a Notary Public in and for said County and State, came Rosa A. Rucker to me personally known to be the same person who executed the foregoing instrument of writing, 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) My Commission expires June 4, 1948

L. M. Nagle
Notary Public

Recorded December 3, 1945 at 11:10 A.M.

Harold A. Beck Register of Deeds

Receiving No. 25722 <

M O R T G A G E

THIS INDENTURE, Made this 30th day of November, 1945, between GEORGE A. WEEKS and BEULAH M. WEEKS, 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 THREE THOUSAND EIGHT HUNDRED AND NO/100 (\$3800.00) 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:

The South 60 acres of the East 100 acres of the Southeast Quarter of Section Eleven, Township Thirteen South, Range Nineteen East of the Sixth Principal Meridian. Containing 60 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 right-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 \$3800.00 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 if 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 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 improvements(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 within 60 days of such death, to assume this mortgage and the stock interest held by the deceased in connection herewith.

In the event mortgagor fails to pay when due any taxes, liens, judgments or assessments lawfully assessed against property herein mortgaged, or fails to maintain insurance as hereinbefore provided, mortgagee may make such payments or provide such insurance, and the amount(s) paid therefor shall become a part of the indebtedness secured hereby and bear interest from the date of payment at the rate of six per cent per annum.

The said mortgagor hereby transfers, sets over and conveys to the mortgagee all rents, royalties, bonuses and delay moneys that may from time to time become due and payable under any oil and gas or other mineral lease(s) of any kind now existing, or that may hereafter come into existence, covering the above described land, or any portion thereof, and said mortgagor agrees to execute, acknowledge and deliver to the mortgagee such deeds or other instruments as the mortgagee may now or hereafter require in order to facilitate the payment of said rents, royalties, bonuses and delay moneys. All such sums so received by the mortgagee shall be applied; first to the payment of matured installments upon the note(s) secured hereby and/or to the reimbursement of the mortgagee for any sums advanced in payment of taxes, insurance premiums, or other assessments, as hereinprovided, together with the interest due thereon; and second, the balance, if any, upon the principal remaining unpaid, in such a manner, however, as not to abate or reduce the semi-annual payments but to sooner retire and discharge the loan; or said mortgagee may, at its option, turn over and deliver to the then owner of said lands, either in whole or in part, any or all such sums, without prejudice to its rights to take and retain any future sum or sums, and without prejudice to any of its other rights under this mortgage. The transfer and conveyance

This mortgage was written on the original mortgage entered this 1st day of December 1945. The amount secured by this mortgage has been paid in full and the mortgage is hereby cancelled, this 20th day of Feb 1948. The Federal Land Bank of Wichita, a corporation, by its duly authorized officer, President.

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