

DOUGLAS COUNTY

In the event of foreclosure of this mortgage, mortgagee shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein and collect the rents, issues and profits thereof; the amounts so collected by such receiver to be applied under the direction of the court to the payment of any judgment rendered or amount found due under this mortgage.

In the event mortgagor defaults with respect to any covenant or condition hereof, then, at the option of mortgagee, the indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate of six per cent per annum and this mortgage shall become subject to foreclosure; provided, however, mortgagee may at its option and without notice annul any such acceleration but no such annulment shall affect any subsequent breach of the covenants and conditions hereof.

Mortgagor hereby waives, notice of election to declare the whole debt due as herein provided, and also the benefit of all stay, valuation, homestead and appraisal laws.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

In Witness Whereof, mortgagor has hereunto set his hand and seal the day and year first above written.

Andrew Elmer Metsker
Florence L. Metsker

State of Kansas)
County of Douglas)ss.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 20th day of March, 1946, personally appeared Andrew Elmer Metsker and Florence L. Metsker, his wife, to me personally known and known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

(SEAL) My commission expires April 21, 1948

Lena W. Altenbernd
Notary Public

Recorded March 21, 1946 at 9:15 A.M.

Harold A. Beck Register of Deeds

Receiving no. 27320

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 Land Bank 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:

Northwest quarter (NW $\frac{1}{4}$) of Northwest quarter (NW $\frac{1}{4}$) of Section Thirty two (32) Township fourteen (14) South, Range twenty (20) East of the Sixth Principal Meridian, containing 40 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 20th day of August, 1940, executed by Annie E. Newman, a widow; Earl Lee Newman, a single man; John F. Newman, a single man; Annie E. Newman, guardian of the persons and estates of George V. Newman, William M. Newman, Doris A. Newman and Mary L. Newman, minors, as mortgagor(s), in favor of the Bank, as mortgagee, which said mortgage is recorded in Book 78 at Page 391, 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 1st day of March, 1946.

Attest: J.A. Carrico, Assistant Secretary
(CORP. SEAL)

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

STATE OF KANSAS)
COUNTY OF SEDGWICK)ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of March 1946, 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.

(SEAL) My commission expires: April 1, 1946

Lois Howard
Notary Public

Recorded March 22, 1946 at 1:15 P.M.

Harold A. Beck Register of Deeds

Receiving no. 27331

MORTGAGE

Reg. no. 4720
Fee paid \$8.75

This Indenture, made the nineteenth day of March, A.D. 1946, between John A. Foulks and Grace M. Foulks, husband and wife, of the County of Douglas and State of Kansas, party of the first part, and The Mutual Benefit Life Insurance Company, a corporation organized and existing under the laws of New Jersey, located at Newark, Essex County, New Jersey, party of the second part,

Witnesseth: that the said party of the first part, in consideration of the sum of Thirty-five Hundred Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to-wit:

The East Half of the Southeast quarter of Section eighteen (18), township fifteen (15), range twenty-one (21)

To Have and to Hold the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

And the said party of the first part hereby covenants that he or she is or they are (as the case may be) lawfully seized of said premises and has or have good right to convey the same; that said premises are free and clear of all encumbrances; and that he, she or they will warrant and defend the same against lawful claims of all persons whomsoever.