

DOUGLAS COUNTY

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advancements made to first parties, or any of them, by second party, and any and all indebtedness in addition to the amount above stated which the first parties, or any of them, may owe to the second party, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts due hereunder, including future advancements, are paid in full, with interest; and upon the maturing of the present indebtedness for any cause, the total debt on any such additional loans shall at the same time and for the same specified causes be considered matured and draw ten per cent interest and be collectible out of the proceeds of sale through foreclosure or otherwise.

First parties agree to keep and maintain the buildings now on said premises or which may be hereafter erected thereon in good condition at all times, and not suffer waste or permit a nuisance thereon. First parties also agree to pay all taxes, assessments and insurance premiums as required by second party.

First parties also agree to pay all costs, charges and expenses reasonably incurred or paid at any time by second party, including abstract expenses, because of the failure of first parties to perform or comply with the provisions in said note and in this mortgage contained, and the same are hereby secured by this mortgage.

First parties hereby assign to second party the rents and income arising at any and all times from the property mortgaged to secure this note, and hereby authorized second party or its agent, at its option upon default, to take charge of said property and collect all rents and income and apply the same on the payment of insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenable condition, or other charges or payments provided for in this mortgage or in the note hereby secured. This assignment of rents shall continue in force until the unpaid balance of said note is fully paid. It is also agreed that the taking of possession hereunder shall in no manner prevent or retard second party in the collection of said sums by foreclosure or otherwise.

The failure of second party to assert any of its right hereunder at any time shall not be construed as a waiver of its right to assert the same at a later time, and to insist upon and enforce strict compliance with all the terms and provisions in said note and in this mortgage contained.

If said first parties shall cause to be paid to second party the entire amount due it hereunder and under the terms and provisions of said note hereby secured, including future advances, and any extensions or renewals hereof, in accordance with the terms and provisions thereof, and comply with all the provisions in said note and in this mortgage contained, then these presents shall be void; otherwise to remain in full force and effect, and second party shall be entitled to the immediate possession of all of said premises and may, at its option, declare the whole of said note due and payable and have foreclosure of this mortgage or take any other legal action to protect its rights, and from the date of such default all items of indebtedness hereunder shall draw interest at the rate of 10% per annum. Appraisal and all benefits of homestead and exemption laws are hereby waived.

This mortgage shall extend to and be binding upon the heirs, executors, administrators, successors and assigns, of the respective parties hereto.

In Witness Whereof, said first parties have hereunto set their hands the day and year first above written.

Jack Evans Jr.
Della M. Evans
Eveleth E. Carrell
Eloise J. Carrell

STATE OF KANSAS
COUNTY OF SHAWNEE, SS:

Be it Remembered, that on this 12 day of June A.D. 1946, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jack Evans, Jr. and Della M. Evans, his wife and Eveleth E. Carrell and Eloise J. Carrell, his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and Notarial Seal the day and Year last above written.

(SEAL) My commission expires September 8, 1949

J. Hugo Nelson Notary Public

Recorded on July 8, 1946 at 11:50 A.M.

Harold A. Beck

Register of Deeds

Receiving No. 28894

UNITED STATES DEPARTMENT OF AGRICULTURE
FARM SECURITY ADMINISTRATION
SATISFACTION OF REAL ESTATE MORTGAGE
Kansas and Nebraska

KNOW ALL MEN BY THESE PRESENTS:

That the United States of America does hereby acknowledge and certify that a certain real estate mortgage dated the 9th day of September, 1942 made and executed by LLOYD N. BIGSBY and DOROTHY J. BIGSBY, in the County of Douglas and State of Kansas, on the following described real estate located in Douglas County, State of Kansas to-wit:

The Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ NE $\frac{1}{4}$) and the East thirty-seven Acres of the South Half of the Northeast Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) of SECTION SIX (6), and the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$ NW $\frac{1}{4}$) of SECTION FIVE (5), all in Township Fourteen (14) South Range Eighteen (18), East of the Sixth Principal Meridian.

to secured the payment of Eight Thousand Seven Hundred Thirty and no/100 Dollars (\$8,730.00) which mortgage is recorded in the offices of the Register of Deeds in and for Douglas County, Kansas, in Book 88, Page 243, of the records of said county, together with the debt secured thereby is fully paid, satisfied and discharged.

That this satisfaction is executed pursuant to the authority conferred upon the Secretary of Agriculture by Title I of the Bankhead-Jones Farm Tenant Act (7 U.S.C. 1000 et seq.) and delegated to the Administrator of the Farm Security Administration by Section 2 of the Secretary's Memorandum No. 738 on September 20, 1937 (2 Federal Register 2077, 6 Federal Register 14) and redelated to me as Regional Director of Region VII, Farm Security Administration on by the Administrator of the Farm Security Administration on January 20, 1944 (9 Federal Register 824).

IN WITNESS WHEREOF the United States of America has caused these presents to be signed this 3rd day of April 1946.

STATE OF NEBRASKA
COUNTY OF LANCASTER SS.

BE IT REMEMBERED, That on the 3rd day of April 1946, before me the undersigned notary public in and for the county and state aforesaid, personally appeared Cal A. Ward, Regional Director Region VII, Farm Security Administration United States Department of Agriculture, who is personally known to me and personally known to me to be such Regional Director and the same person who executed the with instrument and he duly acknowledged the execution of the same for and on behalf and as the act of the United States of America and further stated and acknowledged that he had so signed, executed and delivered said foregoing satisfaction of mortgage for the uses and purposes therein mentioned set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

(SEAL) My commission expires March 12, 1948

Warda M. Powell
Notary Public

Recorded July 10, 1946 at 3:20 P. M.

Harold A. Beck

Register of Deeds

This release was written on the original mortgage

entered this 9th day of November 1954

Harold A. Beck

Reg. of Deeds

Marie Wilson

Deputy

She felt secured by this mortgage, has been paid in full, and the Register of Deeds is authorized to release it. Original mortgage recorded in Shawnee County, Kansas, November 9, 1944.