

The debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it of record. CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION By Ray L. Culbertson First Vice President
(Corp. Seal) DOUGLAS COUNTY Lawrence, Kansas December 26, 1963

This release was written on the original mortgage entered this 26 day of December 1963
Harold A. Beck
Reg. of Deeds
By James B. Bean
Notary

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. Any statement contained herein notwithstanding the terms of this mortgage and note secured thereby, are to be controlled by Title III of the Servicemen's Readjustment Act of 1944, as amended and the regulations promulgated thereunder.

Sam Eugene Raines
Catherine Raines

STATE OF KANSAS

COUNTY OF Shawnee ss.

BE IT REMEMBERED, that on this 5 day of November, A.D. 1946 before me, the undersigned a Notary Public in and for the County and State aforesaid, came Sam Eugene Raines and Catherine Raines, 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 TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.

J. Hugo Nelson
Notary Public

(SEAL) My commission expires: Sept. 8, 1949

Recorded November 18, 1946 at 9:18 A.M.

Harold A. Beck

Register of Deeds.

Receiving No. 30569

MORTGAGE

Reg. No. 5319
Fee Paid \$30.00

THIS INDENTURE, Made this 8th day of November, A. D. 1946 by and between RUSSELL L. WILEY and VELMA RUTH WILEY, his wife, of the County of Douglas and State of Kansas, parties of the first part, and THE SECURITY BENEFIT ASSOCIATION, a corporation organized and existing under the laws of Kansas, located at Topeka, Shawnee County, Kansas, party of the second part;

WITNESSETH, That the said parties of the first part, in consideration of the sum of TWELVE THOUSAND and 00/100 DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

The East Forty (40) acres of the South Fifty (50) acres of the East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Twenty-four (24), Township Twelve (12), Range Nineteen (19), less commencing at a point Seven Hundred Ninety-one (791) feet West of the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-four (24), Township Twelve South (12S), Range Nineteen (19); thence North on hedgeline One Thousand Six Hundred Fifty (1650) feet; thence West Two Hundred Sixty-four and Five Tenths (264.5) feet; thence South One Thousand Six Hundred Fifty (1650) feet to the quarter section line; thence East on quarter section line Two hundred Sixty-five (265) feet to point of beginning, containing Ten and Two Hundredths (10.02) acres; The North Thirty (30) acres of the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section Twenty-four (24), Township Twelve (12) South, Range Nineteen (19); A part of Lot One (1) in the Northeast fractional quarter (NE fr. $\frac{1}{4}$) of Section Twenty-four (24), Township Twelve (12) South, Range Nineteen (19) East of the 6th P. M., described as follows: Beginning at the Northwest corner of said Lot One (1); thence South on the West line of said Lot One (1) Eighty (80) rods; thence East on the South line of said Lot One (1) Twenty-seven and Seventy Hundredths (27.70) chains to the West line of land conveyed to Wm Gibson by Deed recorded in Book Seventeen (17) at page Sixty-eight (68) of Deeds in said County records; thence North along said Gibson West line to the Southeasterly bank of the Kansas River; thence Northwesterly following the meanderings of said stream to the North line of said quarter section; thence West along the North line of said quarter section to the place of beginning (less rights-of-way of the Kansas City & Topeka & Western Railway & Pacific Mutual Telegraph Company); Also a tract described as follows: Commencing at the Southeast corner of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-four (24), Township Twelve (12), South Range Nineteen (19) thence running North Ten (10) chains and Fifty (50) links to the bank of the Kansas River, be the same more or less; thence North Thirty-two (32) degrees West Twenty-three (23) chains and Twenty (20) links to a stake; thence South parallel with the East line of said quarter section Thirty (30) chains and Thirty-two (32) links to the South line of said quarter section; thence East Twelve (12) chains and Thirty (30) links to the place of beginning (excepting Nine and Twenty-two Hundredths (9.22) acres thereof heretofore deeded by William T. Sinclair to A. R. Maxwell described in the deed conveyance as follows; Commencing Three Hundred Ninety-five (395) feet West and Fourteen (14) feet North of the Southeast corner of Lot Three (3) in said Section Twenty-four (24); thence West Four Hundred Sixteen and Eight Tenths (416.8) feet; thence North One Thousand Three Hundred One (1301) feet; thence East Two Hundred Eight and Four Tenths (208.4) feet; thence South Six Hundred Seventy-one (671) feet; thence East two Hundred Eight and Four Tenths (208.4) feet; thence South Six Hundred Thirty (630) feet to the place of beginning, containing in all 130 acres, more or less, all East of the 6th P. M.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption and every contingent right or estate therein unto the said party of the second part, its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns, forever, against the lawful claims of all person whosoever.

PROVIDED, Always, and these presents are upon the following covenants and conditions, to-wit:

FIRST. That said parties of the first part are justly indebted to the said second party in the sum of TWELVE THOUSAND and 00/100 DOLLARS, according to the terms of a certain mortgage note or bond of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the sum aforesaid payable to the order of said second party as follows:

\$84.69 commencing on the first day of December, 1946, and the same amount on the first day of each and every month thereafter to and including November 1, 1956; Provided that the unpaid balance of principal in amount of \$8,000.00 and interest, if not sooner paid, shall be due and payable on the first day of December, 1956. Said monthly payments are to include interest from November 1, 1946 until maturity at the rate of 4 $\frac{1}{2}$ %

Both principal and interest and all other indebtedness accruing hereunder is payable in lawful money of the United States of America, at the office of THE SECURITY BENEFIT ASSOCIATION, in Topeka, Kansas, and all of said notes bearing ten per cent interest after due.

SECOND. That the said first part shall pay all taxes and assessments now due, or which may become due, on said premises before the same become delinquent; and in case not so paid, the holder of this mortgage may pay such taxes and assessments, and recover the amount so paid with interest thereon at the rate of ten per cent per annum, and this mortgage shall stand as security therefor. First Party shall pay mortgage registration tax and recording fees on this mortgage, or in case said taxes and fees are paid by second party the amount thereof

This Release follows the Book 93 Page 578

For Release see Book 93 Page 578