

MORTGAGE RECORD 75

all or so much as may be necessary of the money so collected may be used and applied by it in liquidation of the above obligation, the balance, if any, to be turned over to the legal owners of said real estate.

Now, if the said Grantors their heirs, executors, administrators or assigns shall well and truly pay the aforesaid note according to the tenor thereof, and all assessments, dues and fines if any, on said stock and shall keep said premises insured against fire and tornado in an amount equal, at least, to the amount of the loan, and deliver the policies covering said insurance in such form and in such companies as shall be acceptable and satisfactory to the said Association, and shall pay all taxes, rates, liens charges and assessments upon or against such property and keep the same in good repair, and do and perform all things which the By-Laws of said Association require of its shareholders and borrowers as hereinbefore provided, then this mortgage shall be null and void; otherwise to remain in full force and virtue in law.

It is further agreed that, in case default be made in the payment of such sums of money, or any part thereof, as hereinbefore specified, or if the taxes, rates, insurance, liens, charges and dues assessed or charged on the above real estate shall remain unpaid for the period of six months after the same are due and payable then the whole indebtedness, including the amount of all assessments, dues and fines on said stock, shall become due and the said Grantee, or its successors, or assigns, may proceed to foreclose, or pursue any other lawful mode to collect the same, and said Grantee shall be entitled to the possession of said premises and of said property. However, the said Grantee, may at its option, pay or cause to be paid, the said taxes, charges, insurance, rates, liens and assessments due and payable, and charge them against said Grantor, or assigns, and the amount so paid shall be a lien on said mortgaged premises as herein described and shall bear interest at the rate of ten per cent per annum until the same be paid, and may be included in any judgment rendered in any proceeding to foreclose this mortgage but whether or not the Grantee elects to pay such taxes, insurance, charges, rates, liens and assessments it is distinctly understood that in all cases of delinquencies as above enumerated, then, in like manner, the said note and the whole of said sum shall immediately become due and payable. Appraisal waived.

The privilege is granted to the borrower to make payment and settlement of the debt secured by this mortgage before maturity of the stock herein mentioned, upon first giving thirty day's notice in writing and on condition that in such case interest shall be charged and paid until the date of expiration of said notice, as provided by the By-Laws.

Witness our hands this 15th day of August, 1927.

Harold R. Skinner
Esther G. Skinner

State of Kansas |
Douglas County |ss:

Be It Remembered, That on this 16th day of August A.D. 1927, personally appeared before the undersigned, a Notary Public, in and for said County, Harold R. Skinner & Esther G. Skinner, his wife who are personally known to me to be the identical persons whose names are subscribed to the foregoing deed as grantors and acknowledged the same to be their voluntary act and deed, and that they executed the same for the purposes therein mentioned.

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

E. J. Hilkey.
Notary Public.

LS
My Commission expires September 15, 1930.

From
Hattie A. Holloway
To
Gertrude A. Bain

RELEASE.

State of Kansas, Douglas Co. ss
Filed Aug 18, 1927, At 1:40 P.M.

J. E. Williams
Register of Deeds.

Know All Men by These Presents, That in consideration of full payment of the debt secured by a mortgage by Gertrude A. Bain and her husband J.W. Bain covering their undivided interest in the Northwest quarter of section thirty one, township fourteen, range twenty, Douglas County, Kansas dated the 5th day of March A.D. 1926 which is recorded in Book 57 of Mortgages page 315 of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 13th day of August A.D. 1927.

Mrs Hattie A. Holloway

State of California |
Riverside County |ss

Be it remembered, That on this 13th day of August A.D. 1927 before me M. Mariel Cowie a Notary Public in and for said County and State came Mrs Hattie A. Holloway 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.

M. Mariel Cowie.
Notary Public Notary Public in and for
Riverside, State of California

LS
My commission expires June 29, 1931.