

MORTGAGE RECORD No. 79

direction of the court to the payment of any judgment rendered or amount found due under this mortgage.

If any of the payments on the above described note be not paid when due, or if the Mortgagor shall permit any taxes or assessments on said lands to become delinquent, or if the Mortgagor shall fail to pay at all times during the existence of this mortgage all due sums and interest on any mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or shall fail to pay the principal debt secured by such mortgage, judgment, lien or encumbrance when due, or shall fail to perform any or all other covenants and conditions contained in any mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or shall permit any foreclosure proceedings to be instituted upon any such mortgage, judgment, lien or encumbrance senior to the lien of this mortgage, or shall permit the premises hereby conveyed to be sold under execution by virtue of any such mortgage, judgment, lien or encumbrance, or shall fail to keep the buildings and improvements insured as herein provided, or shall apply the proceeds of this loan to substantially different purposes from those for which it was obtained, or shall fail to keep and perform all and singular the covenants, conditions and agreements herein contained, then the whole of the indebtedness secured hereby, at the option of the Mortgagee, shall become immediately due and payable and bear interest from such date at the rate of five per centum per annum, and this mortgage subject to foreclosure.

It is agreed that all of the abstracts of title to the real estate above described, which have heretofore been delivered by the Mortgagor to the Mortgagee herein, shall be retained by said Mortgagee until the indebtedness secured hereby shall have been paid and discharged in full, and in the event the title to said real estate is conveyed by the Mortgagor to the Mortgagee in satisfaction of the indebtedness hereby secured, said abstracts shall thereupon become and be the property of the Mortgagee, or in the event of foreclosure of this mortgage, the title to said abstracts shall pass to the purchaser at the Sheriff's or Master's sale, upon expiration of the redemption period provided by law.

Now if the said Mortgagee shall pay, when due, all payments provided for in said note, and reimburse said Mortgagee for all sums advanced hereunder, and shall perform all of the other covenants and conditions herein set forth, then this mortgage shall be void, otherwise to be and remain in full force and effect.

The said 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, the Mortgagor has hereunto set his hand and seal the day and year first above written.

Lewis Howell
Winnie M. Howell

(ACKNOWLEDGMENT)

State of Kansas)
County of Douglas) SS.

Before me, the undersigned, a Notary Public, in and for said County and State, on this 5th day of October, 1933, personally appeared Lewis Howell and Winnie M. Howell, 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.

Legal Seal
My Commission expires November 8, 1934

Frank E. Banks
Notary Public.

Recorded October 20th, A. D. 1933 at 2:00 P. M.

E. E. Swartz - Register of Deeds

RELEASE

KNOW ALL MEN BY THESE PRESENTS, That The Aetna Building and Loan Association, mortgagee, mentioned in a certain mortgage dated April 20, 1933, and recorded in Book 77 of Mortgages, at Page 637 of the records in the office of the Register of Deeds of Douglas County, Kansas, wherein Marguerite Swartz and Charles C. Swartz, her husband, and Solon Thatcher Emery and Gladys Emery, his wife, are mortgagors, does hereby release of and from said mortgage the following described property, to-wit:

Beginning at the Southwest corner of Section 4, Township 12, Range 19, Douglas County, Kansas; thence East along the South line of said Section Four 3098.61 feet; thence North parallel to the West line of said Section Four, 3182.75 feet, to the high bank of the Kansas River; thence following the high bank of said river in a Southwesterly direction to intersection with the west line of said Section Four; thence south along the west line of said Section Four 1043.25 feet to point of beginning, all in Douglas County, Kansas.

and Does further release a certain rent assignment executed to it by Marguerite Swartz and Solon Thatcher Emery and Gladys Emery, his wife, under date of April 20, 1933, and recorded in Book 130, at page 611 in the office of the Register of Deeds of Douglas County, Kansas, wherein the rents from certain real estate described as

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were assigned to it.