

MORTGAGE RECORD No. 79

any right hereunder, and each and every such payment shall bear interest from date at the rate of six per cent (6%) per annum.

To commit, permit or suffer no waste, impairment or deterioration of said property or any part thereof.

The Mortgagor herein hereby assigns to Home Owners' Loan Corporation any and all rents on the premises herein described and authorizes said Corporation, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of the Mortgagor as described herein, and to deduct from such rents all costs of collection and administration and to apply the remainder of the same on the debt hereby secured.

That in the event the ownership of the mortgaged premises, or any part thereof, becomes vested in a person other than the Mortgagor, the Corporation, its successors and assigns, may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no foreclosure on the part of the Corporation or its assigns and no extension of the time for the payment of the debt hereby secured given by the Corporation or its assigns shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein either in whole or in part.

That in the event the premises hereby mortgaged, or any part thereof, shall be condemned and taken for public use under the power of eminent domain, the Corporation, its successors and assigns, shall have the right to demand that all damages awarded for the taking of or damages to said premises shall be paid to the Corporation, its successors or assigns, up to the amount then unpaid on this mortgage and may be applied upon the payment or payments last payable hereon.

The said Mortgagors bind themselves to keep all buildings and other improvements upon said premises in as good repair and condition as the same are in at this date but not to erect or permit to be erected any new buildings on the premises herein mortgaged or to add to or permit to be added to any of the existing improvements thereon without the written consent of the holder or holders of said note and in the event of any violation or attempt to violate this stipulation each and all of the said notes shall immediately become due and collectible at the option of the holder or holders thereof.

It is specifically agreed that time is of the essence of this contract and that no waiver of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the instrument secured hereby.

If foreclosure proceedings of any second mortgage or second trust deed or junior lien of any kind should be instituted, the Corporation may at its option immediately declare its lien and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises.

If any of said sums of money herein referred to be not promptly and fully paid within ninety (90) days next after the same severally become due and payable, or if each and all of the stipulations, agreements, conditions and covenants of said promissory note and this instrument, are not duly performed, complied with and abided by, the said aggregate sum mentioned in said promissory note shall become due and payable forthwith or thereafter at the option of the Corporation, its successors, legal representatives or assigns, as fully and completely as if the said aggregate sum of Two thousand six and 59/100 DOLLARS was originally stipulated to be paid on such day, anything in said promissory note or herein to the contrary notwithstanding.

If more than one joins in the execution hereof as Mortgagor or any be of the feminine sex the pronouns and relative words herein used shall be read as if written in plural or feminine, respectively.

And the said Mortgagors for said consideration do hereby expressly waive all benefit of the homestead and exemption laws of the State of Kansas.

In testimony whereof the said Mortgagors have hereunto subscribed their names on the day and year first above mentioned.

J. M. Hazard
J. M. Hazard
Mable Hazard

ACKNOWLEDGMENT.

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 5th day of December, A. D. Nineteen Hundred and thirty-three before me, the undersigned, a Notary Public in and for said County and State, came J. M. Hazard & Mable Hazard, husband & wife who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal
My Commission expires July 29, 1937

Albert B. Martin
Notary Public.
Douglas County, Kansas

Recorded Dec. 6, A. D. 1933 at 10:00 A. M.

W. E. Cummings Register of Deeds

MORTGAGE

THIS INDENTURE, Made this eighth day of November in the year of our Lord nineteen hundred thirty-three, between Kenneth H. Constant and Margaret S. Constant, his wife, of ___ in the County of Monroe and State of New York, of the first part, and THE FIRST NATIONAL BANK, a banking corporation of Lawrence, Kansas, of the second part.

WITNESSETH, that the said parties of the first part, in consideration of the sum of One Dollar (\$1) and the further covenants, agreement and advancements hereinafter specified to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell, and mortgage to the said party of the second part, its successors and assigns, forever, all that

Reg. No. 2357
Fee Paid. 5.00