

MORTGAGE RECORD No. 79

63

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 One thousand thirty-seven and 94/100 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.

Jennie L. Graeber
Carl Graeber

ACKNOWLEDGMENT

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 5th day of January, A. D. Nineteen Hundred and thirty-four before me, the undersigned, a Notary Public in and for said County and State, came Carl Graeber and Jennie L. Graeber, Husband and 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 January 6, A. D. 1934 at 10:00 A. M.

Carl Graeber Register of Deeds

RELEASE

I, the undersigned, the owner of a certain mortgage, made, executed, and delivered by J. S. Montgomery to me under date of Feb. 2, 1932, and recorded in book 72, Page 530 in the Register of Deeds Office, Douglas County, Kansas by which

the Northeast $\frac{1}{4}$ of Section 12, Twp. 14, Range 19 in Douglas County, Kansas

was conveyed to me as security for the payment of a promissory note in the sum of \$1070.00 do now, for a valuable consideration to me paid, the receipt of which is hereby acknowledged, release said mortgage, and

Do now authorize the Register of Deeds of Douglas County, Kansas to release said mortgage of record.

It is expressly understood and agreed, however, that the release of said mortgage does not in any way acknowledge the payment to me of any sum of money whatever on the indebtedness secured thereby and I expressly reserve the right to collect such indebtedness from the maker of said mortgage the same as if said mortgage had not been released hereby.

Dated at Lawrence, Kansas this 5th day of January, 1934.

Anna Heffner

STATE OF KANSAS)
DOUGLAS COUNTY) SS:

Be it remembered that on 5th day of January 1934, before me the undersigned, Anna Heffner, personally appeared, to me known to be the same person as executed the foregoing mortgage release and such person did duly acknowledge the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my notarial seal the day last above written.

Legal Seal
My commission expires Oct. 18, 1936

I. C. Stevenson
Notary Public

Recorded Jan. 6, A. D. 1934 at 1:10 P. M.

Carl Graeber Register of Deeds