

MORTGAGE RECORD No. 79

of the second part, however evidenced, whether by note, check, receipt, or book account, and to remain in full force and effect between the parties hereto, or assigns, until all advancements made by virtue hereof are paid in full, with interest; and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payment, or any part thereof, or interest thereon, or the taxes, or the insurance is not kept up thereon, this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, its successors and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all the moneys arising from such sales to retain the amount then due for the principal and interest, together with the cost and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to said parties of the first part their heirs and assigns.

IN WITNESS WHEREOF, The parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered in presence of

Ralph R. Howard
F. Fay Howard (SEAL)
Mrs. J. W. Howard (SEAL)
Fred D. Howard (SEAL)
Marguerite Howard (SEAL)

STATE OF KANSAS)
Douglas County,) SS:

BE IT REMEMBERED, That on this 28th day of December A. D. 1933, before me, the undersigned, a Notary Public, in and for said County and State, came Ralph R. Howard and F. Fay Howard, his wife, and Mrs. J. W. Howard, a widow, to me personally known to be the same persons 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.

Legal Seal
My Commission Expires Jan. 27, 1935

F. C. Whipple
Notary Public.

State of Idaho)
Bonnevill County,) SS:

BE IT REMEMBERED, That on this 20th day of December A. D. 1933, before me, the undersigned, a Notary Public, in and for said County and State, came Fred D. Howard and Marguerite Howard, his wife, to me personally known to be the same persons 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.

Legal Seal
My Commission Expires 6/1/37

Mina Moore
Notary Public.
Residing at Idaho Falls, Idaho

Recorded Jan. 19", A. D. 1934 at 9:40 A. M.

Wm. R. Ponder Register of Deeds

MORTGAGE

Loan No. 14A 193
Application No. 14A Douglas 22

THIS INDENTURE, Made this 8th day of January, A. D. Nineteen Hundred and Thirty Four, by and between Mary Martin, a widow, in the County of Douglas, and State of Kansas, parties of the first part, and the Home Owners' Loan Corporation, party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Four thousand forty-eight and 48/100 DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby MORTGAGE AND WARRANT to the said party of the second part and to its successors and assigns forever, all of the following-described real estate, lying and situate in the County of Douglas, and State of Kansas, to-wit:

Lots twenty-three (23), Twenty-four (24), and twenty-five (25), on Eighth Street, Baldwin City,

TO HAVE AND TO HOLD the same, with appurtenances thereto belonging or in anywise appertaining, unto the said party of the second part, its successors and assigns forever:

PROVIDED, HOWEVER, That if the said parties of the first part shall pay, or cause to be paid, to the said party of the second part, its successors or assigns, the sum of money hereinafter stated and as herein provided according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said Mortgagors and payable at the office of said Corporation in Washington, D. C., which note represents a just indebtedness and actual loan from said Corporation to said Mortgagors and shall perform all and singular the covenants herein contained, then this mortgage to be void and to be released at the expense of the said Mortgagors, otherwise to remain in full force and effect.

The said obligors, for themselves, their heirs, executors, administrators and assigns, hereby covenant and agree:

Whenever there is a reference in the covenants and agreements herein contained, to any of the parties hereto, the same shall be construed to mean as well the heirs, representatives, successors and assigns (either voluntary by act of the parties or involuntary by operation of the law) of the same.

For value received and the consideration of aforesaid, the Mortgagors herein hereby obligate themselves to pay to the Corporation at its office in Washington, D. C., or to its successors or assigns, the principal sum of \$4085.48, with interest at the rate of 5 per cent per annum on the unpaid