

MORTGAGE RECORD No. 79

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 Two Hundred Sixty-four and 37/100 (1,264.37) 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.

Leona Brewer
Albert Brewer

ACKNOWLEDGMENT.

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 14th day of February, A. D. Nineteen Hundred and Thirty-four before me, the undersigned, a Notary Public in and for said County and State, came Leona Brewer and Albert Brewer, wife and husband 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 Apr. 10, 1937

S. A. Wood
Notary Public.
Douglas County, Kansas

Recorded Feb. 14th, A. D. 1934 at 5:00 P. M.

W. E. O'Connell Register of Deeds

ASSIGNMENT

(The following is endorsed on the original instrument recorded in Mortgage Book 74, Page 203)

For Value Received, the undersigned owner of the within mortgage, does hereby assign and transfer the same to Elizabeth D. Gorman.

Corp. Seal

Watkins National Bank
C. W. Tucker, Pres't.

State of Kansas }
County of Douglas } SS:

BE IT REMEMBERED, that on this 9th day of June A. D. 1928 before me, the undersigned, a Notary Public in and for said County and State, came C. W. Tucker, Pres't. of Watkins Nat'l. Bank the mortgagee named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage, and such person duly acknowledged the execution of said assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

Legal Seal
My Commission Expires April 10, 1931

A. F. Fling
Notary Public

Recorded Feb. 15, A. D. 1934 at 1:45 P. M.

W. E. O'Connell Register of Deeds

MORTGAGE

Loan No. 14A 508
Application No. 14A Douglas 32

THIS INSTRUMENT, Made this 10th day of February, A. D. Nineteen Hundred and Thirty Four, by and between W. J. Wallace and Jennie M. Wallace, husband and wife 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 Six thousand seventy-four and 23/100 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: