

MORTGAGE RECORD No. 79

145

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the debt secured by a mortgage made by W. Roy Martin and Olive M. Martin, husband and wife, to the New England Securities Company, dated June 3, 1922 which is recorded in book 62 page 425 in the Records of Douglas County, Kansas, satisfaction of which mortgage is hereby acknowledged and the same is hereby released.

Dated this 5th day of February, 1934.

Corp. Seal
Attest:
Frederic S. Withington
Secretary

MIDLAND LIFE INSURANCE COMPANY
By Walter J. Bales
Vice President

State of Missouri

County of Jackson

Be it known that on this 5th day of February, 1934 before me the undersigned Notary Public in and for county and state aforesaid, came Walter J. Bales Vice President of the Midland Life Insurance Company, who is personally known to me to be the same person who executed the foregoing and acknowledged said instrument to be the free act and deed of such Corporation executed for the consideration and purposes therein set forth.

Witness my hand and seal this 5th day of February, 1934

Legal Seal
My Commission expires March 3, 1937

Arthur D. Young
Notary Public.

Recorded Feb. 28, A. D. 1934 at 3:05 P. M.

Edw. D. Cunningham Register of Deeds,

MORTGAGE

Loan No. 14-A-426
Application No. 14-A Douglas 39

THIS INSTRUMENT, Made this 6th day of February, A. D. Nineteen Hundred and Thirty four, by and between W. A. Yates and Loretta Yates, 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 Three thousand four hundred thirty-four and 32/100 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:

Beginning 60 feet West and 150 feet South of the Southwest corner of Reserve Lot in Lane's First Addition to the City of Lawrence, thence West 117 feet, thence South 50 feet, thence East 117 feet, thence North 50 feet to the place of beginning, in the Northeast quarter of the Northeast Quarter of Section 36, Township 12, Range 19, in the City of Lawrence,

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 \$3434.32, with interest at the rate of 5 per cent per annum on the unpaid balance and said principal and interest shall be payable \$27.16 monthly, from date, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full. Extra payments may be made at any time and interest will be charged only on the unpaid balance.

It is agreed that the borrower may pay a sum of \$14.31 monthly, from date until June, 1936, representing interest only on said debt, at his option, provided all other conditions and covenants of his note and the instruments securing the same are promptly met, and thereafter the monthly payment shall be \$31.76 per month, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full.

It is further agreed that time is of the essence of this contract and that in the event of default in payment of any installment for a period of ninety (90) days the holder of this note may, at its option, declare all the remainder of said debt due and collectible, and any failure to exercise said option shall not constitute a waiver of the right to exercise the same at any other time.

To pay all and singular the taxes, assessments, levies, liabilities, obligations and encumbrances of every nature on said described property and deliver the official receipts therefor to the Corporation, or a certificate signed by each taxing official to whom any such taxes shall be payable, that all taxes due to be paid said official have been paid for the current year; and if the same be not promptly paid the Home Owners' Loan Corporation, its legal representatives or assigns, may at any time pay the same without waiving or affecting the option to foreclose or any right hereunder, and every payment so made shall bear interest from the date thereof at the rate of six per cent (6%) per annum.

To pay all and singular the costs, charges and expenses, reasonably incurred or paid at any time by said Home Owners' Loan Corporation, its legal representatives or assigns, because of the

ATTEST:

Register of Deeds

Harold H. Cook

L. ROSE CALLEMAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that a duplicate of the foregoing mortgage was made by said District Court, on the 6th day of February, 1934, and that the same is duly recorded in Journal Book 14-A, page 426. Witness my hand this 6th day of February, 1934.