

# MORTGAGE RECORD No. 79

163

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

Signed and delivered in presence of

James P. Murphy (Seal.)  
Ruby E. Murphy (Seal.)

State of Kansas, Osage County, ss.

BE IT REMEMBERED, That on this 18th day of March, A. D. 1934, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came James P. Murphy and Ruby E. Murphy, his wife, to me personally known to be the same person who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal, on the day and year last above written.

Legal Seal  
(My commission expires July 12, 1935)

J. A. Hesler  
Notary Public

Recorded March 19<sup>th</sup> A. D. 1934 at 10:00 A. M.

*W. A. McIntire* Register of Deeds

MORTGAGE

Loan No. 14 A - 644  
Application No. 14 A Douglas 68

THIS INSTRUMENT, Made this 27th day of February, A. D. Nineteen Hundred and Thirty Four, by and between Mary Arnold and Louis Arnold, wife and husband 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 One thousand one hundred seventy-two and 83/100 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:

Lot No. One Hundred Nine (109) on Indiana Street, in Block No. Thirty-nine (39)  
in that part of the City of Lawrence, known as West 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 \$1172.55, with interest at the rate of 5 per cent per annum on the unpaid balance and said principal and interest shall be payable \$9.27 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 \$4.89 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 \$10.35 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 failure on the part of the said obligors, their heirs, executors, administrators or assigns, to perform, comply with and abide by each and every the stipulations, agreements, conditions and covenants of said promissory note and this lien, or either, and every such payment shall bear interest from date at the rate of six per cent (6%) per annum.

The said Mortgagor will also keep all buildings erected and to be erected upon said lands and all equipment and personalty herein mortgaged insured against loss or damage by fire or other casualty in an insurance company or companies approved by the Corporation, with mortgage clause attached to the policy or policies in the form approved by said Corporation and to an amount approved by the Corporation as a further security to said mortgage debt and deliver to the said Corporation,

See reference to 105-313  
In assigned - 9/14/35