MORTGAGE RECORD No. 79

obligation hereinder or of the obligation secured hereby shall at any time thereafter be held to be a maiver of the terms hereof or of the instrument secured hereby. If foreelosure proceedings of any second mortgage or second trust deed or junior lion of any kind should be instituted, the Corporation may at its option immediately deelare its lion and the note which the same secures, due and payable and start such proceedings as may be necessary to protect its interest in the premises.

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 represent-atives or assigns, as fully and completely as if the said aggregate sum of One thousand two hundred twonty-four and 10/100 DOLARS mas 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, respectively. And the said Mortgagers for said consideration do hereby expressly mive all benefit of the homestead and exception laws of the State of Kanezs. In testimony whereof the said Mortgagers have hereunts subscribed their mates on the day and year first above mentioned.

first above mentioned.

I. L. Dawson Mary Dawson

ACKNOWLEDGERNT.

State of Kansas, Douglas County, ss.

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BE IT REPARERED, That on this 26th day of March, A. D. Minsteen Hundred and thirty-four before me, the undersigned, a Notary Public in and for said County and Clabe, case I. J. Darson and Mary Darson, Husband and wife, who are perscally 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 TEXTHONY THERMOP, I have hereunto subscribed my name and affixed my official seal on the day

STINONY THEREOF, I have herewato subscribed my name and affixed my official seal on the day and year last above written.

HORTGAGE

Legal Seal My Commission expires July 29, 1937 Albert B. Martin Notary Public. Douglas County, Kansas

Quie anothing __ Register of Decis -

Recorded March 26, A. D. 1934 at 3:45 P. M.

Loan No. 14A 822 Application No. 14A Douglas 7

and the second

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THIS HUMANURE, Made this 15th day of March, A. D. Mineteen Hundred and Thirty Four, by and between F. P. Hormath and Marlan L. Hormath, husband and wife, in the County of Douglas, and State of Manasa, parties of the first part, and the Hone Owners' Loan Corporation, party of the second part: WITHENSETH, That the said parties of the first part, for and in consideration of the sum of One thousand one hundred minory-six and OS/100 DOLLING, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby PORTOADE AND WARRANT to the said party of the second part and to its successors and assigns forever, all of the following-described real estates, lying and situate in the County of Douglas, and State of Manasa, to-wit:

ith appurtenances thereto belonging or in anywise appertaining, unto

Within the second part, the receipt whereas is not handled second part, the receipt whereas is not accurate a second part, the receipt whereas is not accurate the second part, the receipt whereas is not accurate the second part, the receipt whereas is not accurate the second part, the receipt whereas is not accurate the second part, the se

The shit oblight, for themselves, ther hirs, excenters, anishisteriors in a larger, herey incovenant and agree; Thenever 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 assigne (other voluntary by act of the parties or involuntary by operation of the law) of the same. For value reselved and the consideration of aforesaid, the bettgagers herein hereby oblight them-selves to pay to the Corporation at its offlie in Machington, B. C., or to its successors or ansigns, the principal aun of \$1126,06, with interest at the rate of 5 per cont per anume on the unpaid balance and said principal and interest shall be payable \$9,46 monthly, from date, to be applied first to interest on the unpaid talance 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 34.09 monthly, from date, not be applied first to inferent only on said dobt, at his option, provided all other contitions and econants of his note and the instruments securing the same are properly met, and thereafter the monthly negament shall be till.06 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 ond that in the overt of default in payment of any installment for a period of ninety (90) days the holder of this note may, at its option shall not constitute a waiver of the right to exercise the same at any other time.