

MORTGAGE RECORD No. 79

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 Two thousand eighty and 15/100 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.

Beulah F. Eliot
Alfred S. Eliot

ACKNOWLEDGMENT.

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 27th day of March, A. D. Nineteen Hundred and thirty-four before me, the undersigned, a Notary Public in and for said County and State, came Beulah F. Eliot and Alfred S. Eliot, 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 July 29, 1937

Albert S. Martin
Notary Public.
Douglas County, Kansas

Recorded Mar. 28, A. D. 1934 at 4:40 P. M.

Frederick J. [Signature] Register of Deeds

MORTGAGE

Loan No. 14-A-384
Application No. 14-A Douglas 37

THIS INSTRUMENT, Made this 27th day of March, A. D. Nineteen Hundred and Thirty Four, by and between Addie Mesenhimer, 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 One thousand three hundred eighteen and 31/100 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 numbered one hundred thirty-eight (138) on New York Street in the City of Lawrence, Kansas.

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 \$1318.31, with interest at the rate of 5 per cent per annum on the unpaid balance and said principal and interest shall be payable \$10.43 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 \$5.49 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 \$12.19 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.