

The said Mortgagors bind themselves to keep all buildings and other improvements upon said premises in as good repair and condition as the same are in at this date but not to erect or permit to be erected any new buildings on the premises herein mortgaged or to add to or permit to be added to any of the existing improvements thereon without the written consent of the holder or holders of said note and in the event of any violation or attempt to violate this stipulation each and all of the said notes 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 Two thousand two hundred nineteen and 64/100 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 joint 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.

Earl C. Erwin
Lulu Erwin

ACKNOWLEDGMENT.

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 30th 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 Earl C. Erwin and Lulu Erwin, Husband and wife, 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 25, 1936

O. F. Baldwin
Notary Public.
Douglas County, Kansas

Recorded March 30", A. D. 1934 at 1:25 P. M.

Earl C. Erwin Register of Deeds

RELEASE

I, W. E. Spalding, the assignee of a certain mortgage made by one Donald S. Alford to the Peoples State Bank, Incorporated, dated in May, 1908 and recorded May 16, 1908 in Book 45 at Page 28 of the Mortgage Records in the office of the Register of Deeds, Douglas County, Kansas, said mortgage securing the payment of the sum of \$2,000.00 and having been assigned to me by assignment dated March 28, 1910 and recorded March 28, 1910 in Book 47, at Page 545 of the Records of the Register of Deeds, Douglas County, Kansas, do now, for value received, release Lot No. 20, in Block 9, in University Place, an addition to the City of Lawrence, Douglas County, Kansas from the lien of said mortgage and authorize the Register of Deeds of Douglas County, Kansas to discharge said mortgage of record in so far as it pertains to said real estate, this release affecting no other real estate except Lot No. 20, in Block No. 9, aforesaid.

W. E. Spalding

STATE OF KANSAS }
DOUGLAS COUNTY } ss:

BE IT REMEMBERED, That on this 29" day of March, 1934, before me, the undersigned, came W. E. Spalding, to me personally known to be the same person who executed the foregoing Release, and duly acknowledged the execution of the same.

IN WITNESS 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 Oct. 18, 1936

I. C. Stevenson
Notary Public

Recorded Mar. 30, A. D. 1934 at 3:10 P. M.

Earl C. Erwin Register of Deeds
