

## MORTGAGE RECORD No. 79

same as such Assistant Secretary for and on behalf of said corporation, and that she affixed thereto the common seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Kansas City, Missouri, the day and year last above written.

Legal Seal

My commission expires July 2, 1936.

Cecelia M. Cole

Notary Public in and for said County and State

Recorded Apr. 4, A. D. 1934 at 8:30 A. M.

*Emmending* Register of Deeds

MORTGAGE

Loan No. 141 955

Application No. 14A Douglas 61

THIS INDENTURE, Made this 24th day of March, A. D. Nineteen Hundred and Thirty Four, by and between Henry Downey and Anna Downey, 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 Four hundred eighty-three and 35/100 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:

Commencing at the Northeast corner of Block Four (4) of Earl's Addition to the city of Lawrence, thence South along the East line of said Block Four (4), Five hundred twenty (520) feet, thence West Two hundred sixty-eight and one-half (268½) feet to the East line of Southwest Quarter (SW¼) of said Block Four (4), thence North along the East line of the West Half (W½) of Block Four (4), One hundred thirty (130) feet, thence West to the Right-of-Way as conveyed to the Lawrence, Leavenworth and Galveston Railroad Company, (now the Atchison Topeka and Santa Fe Railway Company) thence Northerly along said Right-of-Way to the North line of said Block Four (4), thence East on said North line to the place of beginning, all being East of said Right-of-Way, in the City of Lawrence, less that portion thereof deeded to the Shell Petroleum Corporation by deed recorded in Book One hundred twenty-five (125), Page One hundred forty-three (143) of the records of Douglas County, Kansas, all in Douglas County, 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 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 \$483.35, with interest at the rate of 5 per cent per annum on the unpaid balance and said principal and interest shall be payable \$3.32 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 \$2.01 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 \$4.47 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, with all premiums thereon paid in full, all insurance policies upon said property. In the event any sum of money becomes payable under such policy or policies, the Corporation, its legal representatives or assigns, shall have the option to receive and apply the same on account of the indebtedness hereby secured, or to permit the obligors to receive and use it, or any part thereof, for the purpose of rebuilding or repairing the damaged premises, or for other purposes, without thereby waiving or impairing any equity

Ins Release  
was written  
on the original  
and entered  
this 24th day  
of March, 1934  
at Kansas City,  
Mo.

Notary Public  
for Douglas  
County, Kansas

Emmending

The Amount Secured by this mortgage has been paid in full, and the same is hereby cancelled this 24th day of August 1932.  
Home Owners' Loan Corporation  
By *St. Louis, Mo.*  
Small Regional Treasurer  
(Corp. Seal)