MORTGAGE RECORD No. 79

To commit, permit or suffer no waste, impairment or deterioration of said property or any part

The Mortgagor herein hereby assigns to Home Owners' Loan Corporation of said property of any part thereof. The Mortgagor herein hereby assigns to Home Owners' Loan Corporation any and all rents on the premises horein described and authorizes said Corporation, by its agent, to take possession of said premises at any time there is any default in the paryment of the debt hereby secured or in the perform of any obligation herein contained, and rent the same for the account of the Mortgagor as described to deduct from such rents all costs of collection and administration and to apply the herein, and

herein, and to deduct from such rents all costs of colloction and auministration and to apply the remainder of the same on the deth hereby sourced. That in the event the ownership of the mortgaged predises or any part thereof, becomes vested in a person other than the Mortgagor, the Corporation, its successors and assigns, may, without notice to the Mortgagor, deal with such successor successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Nortgagor without in any may withinting or discharging the Mortgagor's liability horeumder or upon the deth hereby secured. No sale of the premises hereby mortgaged and no foreboarance on the part of the Corporation or its assigns shall operative to relaxed, discharge, modify, change or affect the original liability of the Mortgagor herein either in whole or in part. That in the event the premises hereby mortgaged, or any part thereof, shall be condexed and taken

in whole or in part. That in the event the premises hereby mortgaged, or any part thereof, shall be condermed and taken for public use under the power of eminent domain, the Corporation, its successors and assigns, shall have the right to demand that all damages awarded for the taking of or damages to said premises shall be paid to the Corporation, its successors or assigns, up to the amount then unpaid on this mortgage and may be applied upon the payment or payments last payable hereon. The said Hortgagors bind themselves to keep all buildings and other improvements upon said premises in as good regair and condition as the same are in at this date but not to erect or permit to be areoted 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 shall imediately become due and collocithe at the option of the holder or holders of said note shall intelsity become due and collocithe at the option of the holder or holders thereof. It is specifically agreed that time is of the essence of this contrast and that no misor of any obligation hereundor or of the obligation secured hereby.

of regarden in the other shore of the instrument source hereby such as any the subscript of not to be the other If forelosure 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

which the same secures, due and payable and start such proceedings as may be necessary to protect its interests in the premises. monoy herein referred to be not promptly and fully paid within minety (90) days next after the same severally become due and payable, or if each and all of the stipulations, agreements, conditions and covernants of said promissory note and this instrument, are not duly performed, complied with and abided by, the said aggregate summentioned in said promissory note shall become due and payable forthwith or thereafter at the option of the corporation, its successors, logal representatives or assigns, as fully and completely as if the said aggregate sum of Two thousand four hundred sixty one & .97/100 DOLLARS 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 Mortgager or any be of the feminine sor the pronouns and relative works herein used shall be read as if written in plural or fouring, respectively. And the said lower is the said corporation of the the of the of the said benefit of the

And the said Hortgagors for said consideration do hereby expressly maive 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.

Frances B. Walton J. C. Walton

ACKNOWLEDGHENT

State of Kansas, Douglas County, ss.

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BE IT REMEMBERED, that on this 2nd day of June, A. D. Nineteen Hundred and thirty four before me, the undersigned, a Notary Public in and for said County and State, once Frances B. Walton and J. C. Walton, 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 woluntary not and ded. 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 Jan. 27-1935 F. C. Whipple Notary Public. Douglas County, Kansas

Elis & Comstand Register of Doods

Recorded June 4". A. D. 1934 at 1:30 P. M.

RELEASE DEED

WHENEAS, Mary W. Melville and Edward W. Melville, her hustand, by their certain mortgage dated June 1, 1922, recorded in Book 62 at page 421 of the mortgage records of Douglas County, Kansas, conveyed and mortgaged unto Kanwas City Joint Stock Land Bank of Kansas City, Missouri, certain real state therein described located in Douglas County, State of Kansas, to secure the sum of \$15,000.00, and

and WHEREAS, H. M. Langworthy was duly and regularly appointed Receiver of said Hansas Gity Joint Stock Land Bank of Kansas Gity, Missouri, by the Federal Farm Lean Board on February 8, 1828, effective at the close of February 15, 1928, and WHEREAS, H. M. Langworthy, Receiver of the Kansas City Joint Stock Land Bank of Hansas City, Missouri, by and with the approval of the Federal Farm Lean Board, duly and regularly assigned said mortgage to Farm Mortgage Holding Company, a corporation, by written instrument of assignment dated as at the beginning of July 1, 1031, and WHEREAS, said note and mortgage have been fully paid and said Mary W. Melville and Edward W. Melville, her husband, are entitled to a full release of said mortgage,

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