

MORTGAGE RECORD No. 79

IN WITNESS WHEREOF, the said Henrietta C. Terrell as trustee as aforesaid; Ralph C. Terrell and Terrell, individually and as husband and wife; and Sarah C. Terrell have hereunto set their hands this ninth day of May, 26 A. D., 1934.

In presence of
W. C. Marcier
H. A. Schubert

Henrietta C. Terrell
As trustee as aforesaid.
Ralph C. Terrell
Sarah C. Terrell

STATE OF KANSAS, }
Douglas County. } ss.

Be it remembered that on this 25 day of May (26) A. D. 1934, before the undersigned Kelvin Hoover a Notary Public, in and for the County and State aforesaid, duly commissioned and qualified, personally came Henrietta C. Terrell as trustee as aforesaid who is personally known to me to be the same person who executed the foregoing instrument of writing as grantor; and such person duly acknowledged the execution of the same, as such trustee.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written.

Legal Seal
My commission expires May 16, 1936

Kelvin Hoover
Notary Public.

State of Kansas }
County of Douglas } ss.

Be it remembered that on this 26 day of May A. D. 1934, before the undersigned Kelvin Hoover a Notary Public, in and for the County and State aforesaid, duly commissioned and qualified, personally came Ralph C. Terrell, and Sarah C. Terrell, who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors; and such persons duly and severally acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written.

Legal Seal
My commission expires May 16, 1936

Kelvin Hoover
Notary Public.

Recorded June 13", A. D. 1934 at 9:00 A. M.

Edw. S. O'Connell Register of Deeds

MORTGAGE

Loan No. 14-A-2187
Application No. 14-A Douglas 73

THIS INDENTURE, Made this 11th day of June, A. D. Nineteen Hundred and Thirty four, by and between Harry S. Parker and Lucy S. Parker, 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 thirty-six and 04/100 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:

The South Half (½) of Lot number eighteen (18), in Addition number eight (8), in that part of the City of Lawrence, known as North Lawrence, 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 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 \$436.04, with interest at the rate of 5 per cent per annum on the unpaid balance and said principal and interest shall be payable \$3.48 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 \$1.82 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 \$4.03 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.