

## MORTGAGE RECORD No. 79

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, and if default should be made in the payment of principal or interest or any part thereof, or in the performance of any other covenant of this mortgage, and such default continue for ninety (90) days, or if default should occur in any prior or subsequent mortgage held by this mortgagee on the property herein described or any part thereof for such period of ninety (90) days, then all sums secured by this mortgage shall become due and payable and this mortgage may at the option of said first party, be foreclosed.

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 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.

A. W. Cunningham  
Mary I. Cunningham

## ACKNOWLEDGMENT

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 7th day of July, A. D., Nineteen Hundred and thirty-four before me, the undersigned, a Notary Public in and for said County and State, came A. W. Cunningham and Mary I. Cunningham, 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 herunto subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal  
My Commission expires Apr. 10, 1937

S. A. Wood  
Notary Public.  
Douglas County Kansas

Recorded July 7, A. D. 1934 at 11:30 A. M.

*Chas. Cunningham* Register of Deeds

## MORTGAGE

Loan No. 14-A-2508  
Application No. 14-A Douglas 42

THIS INDENTURE, Made this 6th day of July, A. D., Nineteen Hundred and Thirty four by and between Bessie M. Rogers, Single in the County of Douglas, and State of Kansas, parties of the first part, and the Home Owners' Loan Corporation, of Washington, D. C., party of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of One thousand fifty-four and 74/100 DOLLARS, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the advancements hereinafter specified, 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 sixty-three (63) on Pinckney (now Sixth) Street in Block forty-one (41) in West Lawrence, an addition to the City of Lawrence,

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:

This mortgage shall secure the payment of any sum or sums of money which may be advanced by the party of the second part, or its assigns, to the parties of the first part herein or either of them, their heirs, devisees, grantees or successors, at the date hereof or from time to time, however evidenced, whether by note, check, receipt or book account and whether payment is made directly to said parties of the first part or for their benefit in paying for maintenance repairs, rehabilitation, modernization, rebuilding or enlargement of the improvements on the premises herein described and shall remain in full force and effect until all advancements made by virtue hereof are paid in full with interest.

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 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 all advancements as herein provided, 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:

The covenants herein contained shall bind and the benefits and advantages inure to the respective heirs, successors and assigns of the parties hereto.

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 \$1054.74, with interest at the rate of 5 per cent per annum on the unpaid balance and said principal and interest shall be payable \$8.34 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.

To pay all taxes and assessments levied on the premises when the same become due and payable, and promptly deliver the official receipts therefor to the Corporation or a certificate signed by each taxing official to whom any such taxes or assessments shall be payable, that all such taxes and assessments due to be paid said official have been paid for the current year.

Release  
 The amount secured by this mortgage has been paid in full, and the same is hereby cancelled this 23rd day of February, 1945.  
 Home Owners' Loan Corporation  
 By F. E. DeHa  
 Omaha Assistant Regional Treasurer

(Corp. Seal)

This release was written on the original mortgage entered this 17th day of February, 1945.

Harold A. Beck  
Reg. of Deeds