

MORTGAGE RECORD No. 79

MORTGAGE

LOAN NO. THREE

THIS INDENTURE, Made this seventh day of July A. D. 1934 between Wm T Jacobs and Mary Jacobs, his wife of Douglas County, in the State of Kansas, of the first part, and The Lawrence Building and Loan Association of Lawrence, of the second part.

WITNESSETH: That the said parties of the first part in consideration of the sum of Four hundred seventy five and no/100 DOLLARS, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell and convey, unto said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas, and State of Kansas, to-wit:

Lot One (1) in Doane's Subdivision of Block Seven (7) Earl's Addition to the city of Lawrence also Lots Fifty six (56) Fifty seven (57) and Fifty eight (58) in Fairfax Addition, adjacent to the city of Lawrence

TO HAVE AND TO HOLD THE SAME, Together with all and singular, the tenements, hereditaments and appurtenances thereto belonging, or in anywise appertaining, forever, and warrant the title to the same.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of Four hundred seventy five DOLLARS, with interest thereon, and such charges as may become due to said party of the second part under the terms and conditions of the contract note secured hereby, advanced by the said The Lawrence Building and Loan Association, to be repaid in monthly installments of \$12.00 each, including both principal and interest. First payment of \$12.00 due on August 7th 1934, and a like sum each month thereafter until the total amount of indebtedness to the Association has been paid in full.

Now, if said parties of the first part shall cause to be paid to the party of the second part the amount due it under said contract note, in accordance with the terms hereof, and comply with all the provisions and agreements in said note contained, then these presents shall be void; otherwise in full force and effect, and may be foreclosed as in said contract note provided.

In the event of the foreclosure of this mortgage and the sale of said premises, the mortgagors expressly waive appraisalment.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands the day and year first above written.

Wm. T. Jacobs  
Mary Jacobs

State of Kansas }  
County of Douglas } ss.

Be it remembered, that on this seventh day of July, A. D. 1934, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Wm. T. Jacobs and Mary Jacobs, his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year above written.

Legal Seal  
My Commission expires October 18 1934

I. C. Stevenson Notary Public.

Recorded July 7<sup>th</sup>, A. D. 1934 at 1:15 P. M.

*Paul E. Stevenson* Register of Deeds

MORTGAGE

Loan No. 14-A-2513  
Application No. 14-A Douglas 61

THIS INDENTURE, Made this 6th day of July, A. D., Nineteen Hundred and Thirty four by and between Christian Henry Loewenstein and Nellie L. Loewenstein, Husband and wife, 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 three hundred eighty-eight and 80/100 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:

The south forty (40) feet of Lot number three (3) and the north thirty-five (35) feet of Lot number four (4) in Block number fifteen (15) in Lane Place Addition in 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 all advancements 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 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.

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This following is endorsed on the Original Instrument  
The debt secured by this mortgage has been paid in full and the Register  
of Deeds is authorized to release it of record!  
Jr. Lawrence Bldg. Lawrence Building & Loan Assn.  
J. C. Stevenson  
Sept. 1, 1934

For extension agreement see 25-133