

MORTGAGE RECORD No. 79

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 \$1388.80, with interest at the rate of 5 per cent per annum on the unpaid balance and said principal and interest shall be payable \$10.98 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.

The said mortgagor will also keep all buildings now erected on said premises, or hereafter erected thereon, and all equipment attached to or used in connection with the real estate herein encumbered, insured against loss or damage by fire or otherwise in such sums, with insurers, and to an amount approved by the Corporation as a further security to said mortgage debt, with mortgage clause attached to the policy in form satisfactory to the Corporation, and deliver the policy to the Corporation with all premiums thereon paid in full. 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 or statutory lien or right under or by virtue of this lien.

This instrument includes all heating, plumbing and lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

That if default be made in the payment of any of the aforesaid taxes or assessments, or water charges, or in the procuring and maintaining of insurance as above covenanted or in the event of the failure of the mortgagor to keep the buildings on said premises and those to be erected on said premises, or improvements thereon, in good repair, said Corporation, its successors and assigns, may pay such taxes, assessments, or water charges, effect such insurance, and make such repairs, as in the discretion of the Corporation may be necessary, and in case of foreclosure of this mortgage, may have the abstract of title extended from the date of the recording of this mortgage to the date of filing such suit, and the sums so paid shall be a further lien on said premises under this mortgage, payable forthwith, with interest at the rate of six (6) per centum per annum until paid.

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

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

That in the event the ownership of the mortgaged premises, 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 or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor without in any way vitiating or discharging the Mortgagor's liability hereunder or upon the debt hereby secured. No sale of the premises hereby mortgaged and no forbearance on the part of the Corporation or its assigns and no extension of the time for the payment of the debt hereby secured given by the Corporation or its assigns shall operate to release, discharge, modify, change or affect the original liability of the Mortgagor herein either in whole or in part.

That in the event the premises or any part thereof are taken under the power of eminent domain, the entire award shall be paid to the Corporation and applied upon the principal last maturing hereon, and the Corporation is hereby empowered in the name of the mortgagor or the mortgagor's assigns to receive and give acquittance for any such award or judgment whether it be joint or several.

The said Mortgagors bind themselves to keep all building and other improvements upon said premises in as good repair and condition as the same are in at this date but not to erect or permit to be erected 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 and in the event of any violation or attempt to violate this stipulation each and all of the said notes shall 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.

Christian Henry Loewenstein
Nellie L. Loewenstein

ACKNOWLEDGMENT

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 7 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 Christian Henry Loewenstein and Nellie L. Loewenstein, 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.

This instrument is hereby acknowledged by the Mortgagors herein named in Vol. 86, Page 133, on Jan. 5, 1940.
 Home Owners' Loan Corporation
 by S. S. Miller
 Vice President and Regional Treasurer
 (Cap. Seal)
 This release was written by the original mortgagor this 5th day of July, 1940.
 Notary Public
 State of Kansas