

MORTGAGE RECORD No. 79

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 held to be 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.

Lillian R. Leis

ACKNOWLEDGMENT

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 11 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 Lillian R. Leis, (Widow) who is personally known to me to be the identical person described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be her voluntary act and deed.

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. 23-1935

Myrtle McConnell
Notary Public,
Douglas County Kansas

Recorded July 11", A. D. 1934 at 4:15 P. M.

Glenn L. Swartz Register of Deeds
Guendula Esterline, Secy.

MORTGAGE

Loan No. 14-A-2547
Application No. 14-A-Douglas #101.

THIS INDENTURE, Made this 9th. day of July, A. D., Nineteen Hundred and Thirty four by and between Rachel E. McKittrick, (widow) 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 Three Thousand eight hundred eight & .18/100 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:

Lots Numbers One hundred Eleven (111) and One hundred Thirteen (113) on Vermont Street 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.

ATTEST:

J. JOHN CALLAHAN, Clerk of the District Court of Douglas County, Kansas

do hereby certify that a statement of foreclosure of the mortgage hands record was made by said District Court, on the 12 day of July, 1934, at 3:00 p.m. and that this same is duly recorded in Volume 14-A at page 370.

Witness my hand this 11 day of July, 1934.

John Callahan, Clerk of District Court