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MORTGAGE RECORD No. 79

## MORTGAGE

## Loan No. 14-A-2565 Application No. 14-A Douglas 60

THIS INDENTURE, Made this 10th day of July, A. D., Nincteen Hundred and Thirty four by and between Josie Lee MaGnee, 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: WITHESSETH, That the said parties of the first part, for and in consideration of the sum of Seven hundred thirty-six and 70/100 DOLIARS, 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 MORTAGE 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-with

Lot number nineteen (19) in Christian's Subdivision of Block ten (10) of Lane's Second Addition to the City of Lawrence,

TO HAVE AND TO HOLD the same with appurtanances thereto belonging or in anywise appertaining, unto the said party of the second part, its successors and assigns forever:

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, its successors and the date hereof or from time to time, however ordience whether by note, check, receipt or book account and whether payment is made directly to said parties of the first part or for their benchit in paying for minimemance repairs, rehabitation, modernization, rebuilding or enlargement of the improvements on the premises herein desoribed and shall remain full force and effect until all advancements made by virtue hereof are paid in full with interest. PROVIDED, HOREVER, 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 terms 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 Mortgagors, and all advancements is noted provided, and shall perform all and singular the covemants 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 cov-emant and agrees

enant and agree:

The covenants herein contained shall bind and the benefits and advantages inure to the respective

The coverants 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 Mortgagers herein hereby oblights them-selves to pay to the Corporation at its office in Washington, D. C., or to its successors or assigns, the principal sum of \$756.70, with interest at the rate of 5 per cent per ammum on the unpaid balance and said principal and interest shall be payable \$5.65 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

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, thereon and all equipment attached to or used in connection with the insures, and to an amount

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 suns, with insurers, and to an anount approved by the Corporation as a further security to said mortgage dot, 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 indetedness horeby 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 "irtue 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 afforces it areas or assessments on where a here a

attached to or used in connection with the real estate herein described. That if default be made in the payment of any of the aforecald taxes or assessments, or water charges, or in the procuring and maintaining of insurance as above coveranted 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 this recording of this mortgage, to the date of filling 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.

6

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 necount of the Wortgagor 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 dath burght converd

herein, and to deduct from such rents all costs of collection and administration and to apply the remains of the same on the debt hereby secured. That in the event the omnership 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 successors or successors in interest with reference to this mortgage and the dath hereby accound the processor of successors in interest with reference to this mortgage and the What have been all with such successors of successors in interest with reference to this mortgage and the deth hereby secured in the same manner as with the Hortgagor without in any way withining or discharging the Mortgagor's liability hereunder or upon the deth hereby secured. No sale of the promises 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 deth hereby secured given by the Corporation or its assigns shall operate to release, discharge, modify, charge or affect the original liability of the Mortgagor herein either in whole or in part.

Whole or in part. That in the event the premises or any part thereof are taken under the power of aminont 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 promises in as good remain and condition as the same are in at this data but not to area on avait to be power.

The said Mortgagors bind themselves to keep all building and other improvements upon said precises in as good repair and condition as the same are in at this date but not to erect or permit to be erected any now buildings on the precises 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