

MORTGAGE RECORD No. 79

Receiving No. 558

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by E. K. Carter to the Watkins National Bank and assigned to Lydia C. Menirs dated the 20th day of March, A. D. 1934, which is recorded in Book 86 of Mortgages, page 321, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 7th day of May, A. D. 1935.

Lydia C. Menirs

STATE OF KANSAS,)
Douglas County,)SS.

BE IT REMEMBERED, That on this 7 day of May A.D. 1935 before me Geo. W. Kuhne a Notary Public in and for said County and State, came Lydia C. Menirs to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year 1st above written.

Geo. W. Kuhne
Notary Public.

(SEAL) My Commission Expires Jan 25 1938

Recorded May 11, 1935 at 3:30 P.M.

Harold A. Red Register of Deeds..

Receiving No. 573

MORTGAGE

Reg. No. 112
Fee Paid \$4.75

THIS INDENTURE, Made this 13th day of May, A.D., Nineteen Hundred and Thirty Five, by and between Harry D. Brown and Eva A. Brown (husband and wife) of the County of Douglas, and State of Kansas, party of the first part, and The Fidelity Savings State Bank, a corporation organized and existing under the laws of Kansas, party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of Twenty Seven Hundred and No/100 - - - - - Dollars (\$2700.00), to him in hand paid by the said party of the second part, the receipt of which is hereby acknowledged, does, by these presents, grant, bargain, sell, mortgage and convey unto the party of the second part, its successors and assigns, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

All of Lot Numbered Fourteen (14) in Block Numbered Eleven (11) in University Place, an Addition to the City of Lawrence.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, swings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels, and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right title and interest of the party of the first part of, in and to the mortgaged premises unto the said party of the second part forever.

Provided, nevertheless, and these presents are made upon the following covenants, conditions and agreements, to wit:

First. That party of the first part is justly indebted to the party of the second part in the sum of Twenty Seven Hundred and No/100 - - - - - Dollars (\$2700.00), according to the tenor and effect of one certain mortgage note of even date herewith, executed by the party of the first part, and payable to the order of the party of the second part according to the terms thereof, a copy of which note is as follows, to wit:

May 13, 1935
For value received, I, or we, promise to pay to the order of The Fidelity Savings State Bank the sum of Twenty Seven Hundred and No/100 - - - - - Dollars (\$2700.00), with interest at the rate of five and one-half per centum (5½%) per annum. The said principal and interest shall be payable at the office of The Fidelity Savings State Bank in Topeka, Kansas, in monthly installments, of Nineteen and 02/100 - - - - - Dollars (\$19.02), commencing on the first day of June, 1935, and on the first day of each month thereafter, until the principal and interest are fully paid except that the final payment of principal and interest, if not paid sooner shall be due and payable on the thirtieth day of June, 1954.

"If default be made in the payment of any installment under this note, the entire principal sum and accrued interest shall at once become due and payable without notice at the option of the holder hereof. Failure to exercise this option shall not constitute a waiver of the right to exercise the same in the event of any subsequent default.

"I, or we, further waive demand, protest and notice of demand, protest and nonpayment.

"Privilege is reserved to pay the debt in whole, or in an amount equal to the monthly payment herein provided for, or in multiples thereof, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to pre-payment.

Eva A. Brown
Harry D. Brown

Second. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the party of the first part will pay to the party of the second part, on the first day of each month until the said note is fully paid, the following sums:

(a) If this Mortgage and the said note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of one per centum (1%) of the original principal amount of the said note for the purpose of putting the party of the second part in funds with which to discharge the said party of the second part's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act and regulations thereunder;

(b) A sum equal to one-twelfth (1/12) of one-half of one per centum (½%) of the amount of principal then remaining unpaid under the said note as a service charge, which sum is more particularly to cover the expenses of handling the monthly payments on account of taxes, assessments, and fire and other hazard insurance hereinafter provided for, and to cover the other servicing costs in connection with this Mortgage and the note secured hereby;