

# MORTGAGE RECORD No. 79

477

EIGHTH. That if such payments be made as are herein specified, this conveyance shall be void; but if the note herein described, or any part of the indebtedness secured by this Mortgage or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, then this conveyance shall become absolute and the whole of said principal note shall immediately become due and payable at the option of the party of the second part, and no failure of the party of the second part to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to any past, present or future default hereunder; and in case of default of payment of any sum herein covenanted to be paid when due, the said first parties agree to pay to the said second party, interest at the rate of ten per cent per annum, computed annually on said principal note, from the date of default to the time when said principal and interest shall be fully paid.

NINTH. The terms, conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors and assigns, and words used in the singular number shall include the plural and words in the plural shall include the singular.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

Ralph B. Howard  
F. Fay Howard

STATE OF KANSAS, Douglas County, ss.

BE IT REMEMBERED, That on this 28th day of February A. D. 1936 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ralph B. Howard and F. Fay Howard his wife, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Arthur C. Peck  
Notary Public

(SEAL) (Commission expires October 3rd, 1936)

Recorded March 10, 1936 at 10:00 A.M.

Register of Deeds.

Receiving No. 2049-

## MORTGAGE

THIS INSTRUMENT, Made this 5th day of February, in the year of our Lord nineteen hundred and thirty-six, by and between Ralph B. Howard and F. Fay Howard, his wife, of the County of Douglas and State of Kansas, parties of the first part, and THE CENTRAL TRUST CO., party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of ONE HUNDRED SEVENTYFIVE AND NO/100 DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL, CONVEY, and WARRANT unto the said party of the second part, its successors and assigns, all of the following-described real estate, situated in County of Douglas and State of Kansas, to-wit:

Lot Numbered Six (5), Block Fourteen (14), Lane Place Addition 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, free and clear of all incumbrance except a certain mortgage of even date herewith for \$3500.00 due February 1, 1941.

PROVIDED ALWAYS, And these presents are upon this express condition, that whereas said parties of the first part have this day executed and delivered their certain promissory note in writing to said party of the second part for the sum of \$175.00 payable in four installments as follows: \$43.75 Due August 1, 1936 \$43.75 Due February 1, 1937 \$43.75 Due August 1, 1937 \$43.75 Due February 1, 1938 with interest at ten per cent per annum after maturity until payment, both principal and interest payable at the office of THE CENTRAL TRUST CO., Topeka, Kansas, and it is distinctly understood and agreed that the note secured by this mortgage is given for and in consideration of the services of THE CENTRAL TRUST CO. in securing a loan for said parties of the first part, which loan is secured by the mortgage hereinbefore referred to and excepted, and the said note does not represent any portion of the interest on said loan and is to be paid in full, regardless of whether said loan is paid wholly or partly before its maturity.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, or interest or principal of any prior mortgage, is not paid when the same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises, or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum or sums, and interest thereon, shall, by these presents, become due and payable at the option of said party of the second part, and said party of the second part shall be entitled to the possession of said premises. In case of foreclosure, said property may be sold with or without appraisal, and with or without receiver, as the legal holder hereof may elect; and said legal holder may recover interest at the rate of ten per cent per annum from the time of such default in the payment of interest, or in any of the conditions of this contract. Said party of the second part, may, at its option, make any payments necessary to remove any outstanding title, lien, or incumbrance on said premises other than herein stated, or any unpaid taxes or any insurance premiums, and sums so paid shall become a part of the principal debt and shall become a lien upon this real estate and be secured by this mortgage, and may be recovered with interest at the rate of ten per cent per annum in any suit for foreclosure.

The terms, conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors and assigns, and words used in the singular number shall include the plural and words in the plural include the singular.

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

Ralph B. Howard  
F. Fay Howard

Reg. No. 96  
Fay 10.50

*This instrument secured by this mortgage has been filed in full and the same is hereby cancelled this 19th day of April 24 1936 by The Central Trust Company - Lawrence, Kansas*

*(Copy sent)*

This instrument was written on the original Mortgage  
entered this 30 day of April 1936  
Dwight A. Peck  
Ruth Hildner  
Deputy