

MORTGAGE RECORD No. 79

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. Party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any interest or other charges hereafter accruing on any prior incumbrances on the premises hereby conveyed, provided such interest or other charges are not paid promptly when due by parties of the first part, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

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

Roy J. Lutz
Gertrude Lutz

STATE OF KANSAS, COUNTY OF SHAWNEE, SS.

BE IT REMEMBERED, That on this 10th day of February, A. D. 1936, before the undersigned, a Notary Public within and for the County and State aforesaid, came ROY J. LUTZ and GERTRUDE LUTZ, his wife, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

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

(SEAL) My Commission expires July 6, 1938

Laura Morgan
Notary Public.

Recorded April 14, 1936 at 9:50 A.M.

Harold A. Burt Register of Deeds.

Receiving No. 2215

MORTGAGE

Rep. No. 575
Fee paid \$8.75

THIS INDENTURE, made and executed this 12th day of March 1936 by Charles J. Pawl, Jr. and Vivian E. Pawl, his wife, of Shawnee County, Kansas, parties of the first part, and THE UNION CENTRAL LIFE INSURANCE COMPANY, a corporation organized under the laws of Ohio, with its principal office in Cincinnati, Ohio, party of the second part:

WITNESSETH, That the said parties of the first part for and in consideration of the sum of Three Thousand Five Hundred and no/100 - - - (\$3,500.00) DOLLARS, paid by the said party of the second part, the receipt of which is hereby acknowledged, mortgage and warrant unto the said party of the second part, its successors and assigns, forever, the certain tract or parcel of real estate situate in Douglas County, Kansas, described as follows, to-wit:

The West Half (W $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) and the East Half (E $\frac{1}{2}$) of the Southeast Quarter (SE $\frac{1}{4}$) except the North Nineteen (19) acres of the last described tract, in Section Thirty-one (31), Township Fourteen (14) South, Range Eighteen (18) East, containing One Hundred Forty (140) acres.

To secure the payment of a debt evidenced by a certain promissory note or notes, signed by Charles J. Pawl, Jr. and Vivian E. Pawl parties of the first part, and more fully described as follows:

One principal note for the sum of Three Thousand Five Hundred and no/100 (\$3,500.00) Dollars, Payable as follows:

\$35.00 on the 1st day of February, 1937,
\$35.00 on the 1st day of August, 1937,
\$35.00 on the 1st day of February, 1938,
\$35.00 on the 1st day of August, 1938,
\$35.00 on the 1st day of February, 1939,
\$35.00 on the 1st day of August, 1939,
\$35.00 on the 1st day of February, 1940,
\$35.00 on the 1st day of August, 1940,
\$35.00 on the 1st day of February, 1941,
\$35.00 on the 1st day of August, 1941,
\$52.50 on the 1st day of February, 1942,
\$52.50 on the 1st day of August, 1942,
\$52.50 on the 1st day of February, 1943,
\$52.50 on the 1st day of August, 1943,
\$52.50 on the 1st day of February, 1944,
\$52.50 on the 1st day of August, 1944,
\$52.50 on the 1st day of February, 1945,
\$52.50 on the 1st day of August, 1945,
\$52.50 on the 1st day of February, 1946, and
\$2,577.50 on the 1st day of August, 1946,

drawn at Lawrence, Kansas, being of even date and executed concurrently herewith, payable to the order of THE UNION CENTRAL LIFE INSURANCE COMPANY whose residence and post office address is, Cincinnati, Ohio, at its office in Cincinnati, Ohio, on the due dates as herein stated, or in partial payments prior to maturity in accordance with the stipulations therein, said note or notes representing the principal sum loaned \$3,500.00, with interest at 5% per centum per annum from date to maturity and providing for interest after maturity at the rate of ten per centum per annum. This conveyance shall secure any and all renewals or extensions of the whole or any part of said indebtedness however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of, or priority of this mortgage or release the party of the first part from personal liability for the debt hereby secured.

The right is hereby given by the party of the first part and reserved by the party of the second part, successors or assigns, to make partial release or releases of the security hereunder, agreeable to the party of the second part, without notice to or the consent, approval, or agreement of other parties in interest, which partial release or releases shall not impair in any manner the validity of, or priority of this mortgage on the security remaining.

The note secured by this mortgage being given and this mortgage being duly signed by the parties of the first part and this mortgage being duly recorded in the Register of Deeds of Shawnee County, Kansas is hereby authorized to be called the same if need be. This is the 4th day of February, 1945. The Union Central Life Insurance Company, Inc. of Cincinnati, Ohio, by W. C. Dunbar and G. J. Johnson

(Exp. 5-1-46)

This Mortgage is the original of the original Mortgage entered this 1st day of February, 1936.

Harold A. Burt