

MORTGAGE RECORD No. 79

EXTENSION COUPON

\$60.00 Lawrence, Kan., May 19, 1936. On the 1st day of June, 1937, we promise to pay to the order of The First Savings Bank, Sixty and no/100 - Dollars, at First National Bank, Lawrence, Kansas, for interest due on a principal sum of \$2000. This coupon bears interest at the rate of ten per cent per annum after due.

No. 2.

L. C. Allen
Lavetta Allen

EXTENSION COUPON

\$60.00 Lawrence, Kan., May 19, 1936. On the 1st day of December, 1936, we promise to pay to the order of The First Savings Bank Sixty and no/100 - Dollars, at First National Bank, Lawrence, Kansas, for interest due on a principal sum of \$2000. This coupon bears interest at the rate of ten per cent per annum after due.

No. 1.

L. C. Allen
Lavetta Allen

Recorded June 3, 1936 at 10:30 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 2451

MORTGAGE

Reg. No. 630
Fee Paid \$4.50

THIS MORTGAGE, made the 3rd day of June, A. D. 1936, Between Earnest Boyce and Elsie J. Boyce, husband and wife, of the City of Lawrence, in the County of Douglas, and State of Kansas, parties of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a body corporate, existing under and by virtue of the laws of New Jersey, and having its chief office in the City of Newark and State of New Jersey, party of the second part.

WITNESSETH: That whereas the said parties of the first part are justly indebted to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, for money borrowed in the sum of Eighteen Hundred and no/100 - DOLLARS, to secure the payment of which they have executed one promissory note, of even date herewith, for the principal sum of Eighteen Hundred and no/100 - DOLLARS, with interest from June 5, 1936 at the rate of 5% per centum per annum, payable monthly; being an instalment note by the terms of which the said parties of the first part agree to pay to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, or order, monthly on the first day of each month hereafter, until the date of maturity of said note, the sum of Nine and no/100 - DOLLARS, to be applied on the principal of said note, with interest payable at the same time as each instalment of principal at the rate of 5% per centum per annum on the balance of principal of said note remaining unpaid on the said first day of each month, and to pay the balance of principal of said note on the first day of February, 1953.

Said note provides that if any part of the principal or interest is not paid when due, all of the unpaid principal and interest then accrued shall thereafter bear interest at the rate of ten per cent per annum, and said note is made payable to the order of said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA at its Home Office, in the City of Newark, New Jersey, in lawful money of the United States of America.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said parties of the first part, in consideration of the premises and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the City of Lawrence in the County of Douglas and State of Kansas, to wit:

All of Lot Seventeen (17), Block Ten (10) in University Place, an addition in the City of Lawrence, in Douglas County, Kansas.

The said Earnest Boyce and Elsie J. Boyce, husband and wife, are the same persons who are granted in Warranty Deed dated March 26, 1928 and recorded in Book 122 at page 268, in the Office of the Register of Deeds, Douglas County, Kansas.

And the said parties of the first part expressly agree to pay all instalments of principal and interest of said note promptly as they become due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan or upon said party of the second part or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part, in some solvent incorporated insurance company or companies approved by the said party of the second part for a sum satisfactory to and for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein or assigns, and deliver the said policy or policies to the party of the second part or assigns, as collateral security for the debt hereby secured.

The said parties of the first part further agree to keep the buildings and other improvements on the said premises in as good condition and repair as they are at this date, and shall not permit nor suffer anymate in and to the property, or any part thereof, and any violation of this covenant shall, at the option of the party of the second part, render the whole of said principal sum and interest due and payable immediately.

And it is further provided and agreed by and between said parties hereto that if default shall be made in the payment of any instalment of principal of said note or any instalment of interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, or the insurance premiums as heretofore mentioned, or to deliver policy or policies of insurance as above required, then in such case the whole of said principal and interest shall, at the option of said second party or assigns, become due and payable, and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part or assigns to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payment as aforesaid; and it shall not be necessary for said party of the second part or assigns to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay

On the within mortgage
the 2nd day of June
1936 at Lawrence
Mo. of Deeds
Harold A. Beck
Reg. of Deeds

The amount secured by this mortgage has been paid in full, and the same is hereby cancelled with 135 days (October) 1940.
Witness my hand and the seal of said County, this 1st day of October, 1940.
Attest: S. W. Gentry, Clerk of County
Barnhart Shurtz