

MORTGAGE RECORD No. 79

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 interest of said note and/or any instalment of principal thereon, or any part thereof, when due; or if the taxes or assessments on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the party 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 party 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 party 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 party of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of 10 per cent. per annum from date of payment, shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part or assigns, shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of 10 per cent. per annum.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the Court may direct, and any judgment for the foreclosure of this mortgage shall provide that all the land herein described shall be sold together and not in separate parcels.

Privilege is given to said party of the first part, heirs or legal representatives to make additional payments on the principal sum of said note on any interest-payment date, in accordance however with the terms of such privilege as set forth in said note.

The foregoing conditions, covenants and agreements being performed, this mortgage shall be void and shall be released by the party of the second part at the costs and expense of the party of the first part; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal on the day and year first above written.

Cora M. Downs

State of Kansas }
County of Douglas } SS:

Be it remembered, that on this 20th day of November, A. D. 1936, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Cora M. Downs, a single woman, who is personally known to me to be the same person who executed the foregoing mortgage, and such person duly acknowledged the execution of the same.

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

Arthur S. Peck,
Notary Public, Douglas County, Kansas.

(SEAL)
Term expires Oct. 3rd, 1940.

Recorded November 20, 1936 at 1:30 o'clock P. M. Narold A. Beck Register of Deeds.

By _____ Deputy Register of Deeds.

Receiving No. 3338

ASSIGNMENT OF MORTGAGE.

FOR VALUE RECEIVED, We hereby sell, transfer and assign to Julia L. Maxwell, all our right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by William Roscoe Pine & Katie May Pine, his wife, to The First Savings Bank of Lawrence, Kansas, which mortgage is recorded in Book 80 of Mortgages, Page 14, in the office of the Register of Deeds in Douglas County, Kansas:

IN WITNESS WHEREOF, We have hereunto set our hand this fourth day of December 1934.

(CORP. SEAL)

THE FIRST SAVINGS BANK OF LAWRENCE, KANSAS
By F. C. Whipple Cashier.

STATE OF KANSAS,
Douglas County,) SS,

BE IT REMEMBERED, That on this 4th day of December A. D. 1934, before me, Leona R. Pippert, a Notary Public in and for said County and State, came F. C. Whipple, Cashier of The First Savings Bank of Lawrence, Kansas, 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 last above written.

(SEAL) My Commission Expires January 14, 1935.

Leona R. Pippert
Notary Public.

Recorded November 21, 1936 at 2:15 P.M.

Narold A. Beck Register of Deeds.

The amount secured by this mortgage has been paid in full, and the same is hereby canceled this 7th day of October, 1940.
 Attest: J. G. B. Bostick
 (Register of Deeds)
 By J. G. B. Bostick
 Sec. - President
 Vice - President
 Assistant Secretary

This release was written on the original mortgage entered this 22 day of Oct. 1940.

Narold A. Beck
Reg. of Deeds

Deputy