

MORTGAGE RECORD 81

Receiving No. 970

BULEVA

State of Kansas,
County of Douglas } ss.

This instrument was filed for record on the 15

day of August, 1935, at 4:50

o'clock P.M.

Harold C. Beck
Register of Deeds.

TO

HOME OWNERS' LOAN CORPORATION

THIS MORTGAGE, Made this 13th day of August, 1935, between

Harold C. Constant and Helen H. Constant, his wife

and HOME OWNERS' LOAN CORPORATION, a United States corporation, Mortgagee,

WITNESSETH: That Mortgagor, for and in consideration of the sum of Five Thousand Eight hundred Ninety-nine and 45/100 Dollars, to him paid by Mortgagee, and the advancements hereinafter specified, does hereby mortgage and warrant to Mortgagee, the real property, situate in the County of Douglas, State of Kansas, described as:

Commencing at a point marked with an iron pipe Two hundred Thirty-five (235) feet South and One hundred Sixty-five (165) feet West of the center of Section Thirty-six (36) Township Twelve (12) South, Range Nineteen (19) East also marked with an iron pipe, thence North Six (6) degrees and Twenty (20) minutes East to a point marked with an iron pipe a distance of Forty-five (45) feet, thence West Seventy-one (71) feet to a point marked with an iron pipe, thence South Twenty-three (23) degrees and Eleven (11) minutes, West to a point marked with a Ford Axle, a distance of Two hundred Eighteen (218) feet, thence South Fifty-five (55) degrees and Ten (10) minutes East to a point marked with a Ford Axle and a distance of Forty-two and Five-tenths (42.5) feet, the point being on the North line of West Hills Terrace; thence in a northeasterly direction and along the North line of West Hills Terrace, a distance of One Hundred Forty-five (145) feet to a point marked with a Ford Axle, thence North Two (2) degrees and Ten (10) minutes West to the point of beginning, a distance of Ninety-six and Six-tenths (96.6) feet, and containing Lot Five (5) on West Hills Terrace, All in the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Thirty-six (36), Township Twelve (12) South, Range Nineteen (19) East.

together with all rents and other revenues thereof, the rights, easements, hereditaments and appurtenances thereto belonging and all personal property, including all heating, plumbing and lighting fixtures and equipment, now or hereafter attached to or reasonably necessary to the use of the real property herein described, and all of the property hereinbefore mentioned is hereinafter designated as 'said property';

TO HAVE AND TO HOLD said property to Mortgagee forever;

FOR THE PURPOSE OF SECURING:

I. Payment of the indebtedness evidenced by one promissory note (and any extension or renewal thereof), of even date herewith, for the principal sum of Five Thousand Eight Hundred Ninety-nine and 45/100 Dollars (\$5899.45), with interest at the rate of 5 per cent per annum, principal and interest payable in installments as therein provided, executed by *Harold C. Constant and Helen H. Constant* in favor of Mortgagee:

II. Payment by Mortgagor to Mortgagee as herein provided of all sums expended or advanced by Mortgagee pursuant to any term or provision of this mortgage; and

III. Performance of each covenant and agreement of Mortgagor herein contained.

A. AND MORTGAGOR COVENANTS AND AGREES HEREBY:

(1) To pay immediately when due and payable all taxes, assessments, charges and encumbrances with interest, which affect said property, or this mortgage or the indebtedness hereby secured, including water charges, and promptly to deliver to Mortgagee, without demand, receipts evidencing such payments;