

MORTGAGE RECORD 83

261

This mortgage was written on the original mortgage this 24th day of December 1937
Herald E. Lookwood
Notary Public

Recorded by
Herald E. Lookwood
Notary Public

and to assign and deliver to it or them, all policies of insurance on said buildings, and the renewal thereof.

AND it is agreed by said first party that the party of the second part, its successors or assigns may make any payment necessary to remove or extinguish any prior outstanding title, lien or encumbrance on the premises hereby conveyed, 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 sums so paid and all other sums paid by second party, its successors and assigns, under the covenants or agreements in this mortgage, 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 centum per annum in any suit for the foreclosure of this mortgage. In case of such foreclosure, said real estate shall be sold without appraisal.

AND the said party of the first part does further covenant and agree that in case of default in payment of any installment of interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may without notice, declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of any promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure the judgment rendered shall provide that the whole of the said premises be sold together and not in parcels.

AND in case of default of payment of any sum herein covenanted to be paid for thirty days after the same becomes due, or in default of performance of any covenant herein contained, said first party agrees to pay to second party or its assigns, interest at the rate of ten per centum per annum on said principal note from the date of such default to the time when the money shall be actually paid.

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

Hulda E. Lookwood

STATE OF KANSAS,
County of Wyandotte) ss.

On this sixth day of December A.D. 1937, before me a notary public in and for said county, personally appeared Hulda E. Lookwood, a single woman, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that she executed the same as her voluntary act and deed. WITNESS, my hand and official seal, the day and year last above written.

Mary C. Van Cleave
Notary Public.

(SEAL) My commission expires November 6, 1941

Recorded December 7, 1937 at 10:10 A.M.

Register of Deeds.

Wardell A. Bess

Receiving No. 5294

MORTGAGE

Reg. No. 1309
Fee Paid \$4.25

THIS MORTGAGE, Made this 1st day of November A.D. 1937, by and between R. E. Lawrence and Catherine C. Lawrence, Wife, of the County of Douglas and State of Kansas, party of the first part, and THE VICTORY LIFE INSURANCE COMPANY, a corporation organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part:

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

Lot Three in Block Two in University Place, an addition to the City of Lawrence, Douglas County, Kansas,

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said party of the first part does, hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, Always, and these presents are upon the following agreements, covenants, and conditions, to-wit:

FIRST, That the party of the first part is justly indebted to the party of the second part in the sum of Seventeen Hundred Fifty and no/100 DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said party of the first part, in consideration of the actual loan of the said sum, and payable to the order of the said party of the second part with interest thereon at the rate of Five per cent per annum, according to the terms of said mortgage note, copy of which is attached hereto, both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the office of THE VICTORY LIFE INSURANCE COMPANY, in Topeka, Kansas, and all of said notes bearing ten per cent interest after maturity.

SECOND, That the party of the first part agrees to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of \$4,000.00 in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said party of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby and on the costs and expenses incurred in collecting said insurance, or in rebuilding.

THIRD, That the 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 unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure, and if suit shall be filed for the foreclosure of this mortgage, may have the abstract of title extended from the date of record of this mortgage to the date of filing such foreclosure suit, at the expense of the party of the first part; 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.

This mortgage was written on the original mortgage this 24th day of December 1937
Herald E. Lookwood
Notary Public

This Release was written on the original mortgage entered this 24th day of December 1937
Herald E. Lookwood
Notary Public

(Copy Seal)