

## DOUGLAS COUNTY

## MORTGAGE

THIS MORTGAGE, Made this 15th day of June, 1938, by Harold C. Constant and Helen H. Constant, his wife, of the City of Lawrence, State of Kansas Mortgagor, (hereinafter called the "Mortgagor"), to RECONSTRUCTION FINANCE CORPORATION its successors and assigns, Mortgagee (hereinafter called the "Mortgagee").

WITNESSETH, THAT, the Mortgagor has and by these presents does grant, bargain, sell, assign, remise, transfer, convey, warrant, mortgage and pledge unto Mortgagee, its successors and assigns, the following described property (hereinafter sometimes called the "Mortgaged Property"), to wit:

Lots Sixteen (16) and Nineteen (19) in Block Sixteen (16) in Babcock's Enlarged Addition to the City of Lawrence, Douglas County, Kansas.

And all other property of like nature, wheresoever the same may be situate, now owned or hereafter acquired by the Mortgagor, not hereinbefore described, and all property which may from time to time hereafter, by delivery or right of any kind, be conveyed, mortgaged, pledged, assigned or transferred, for the purposes hereof, by the Mortgagor or by any person or corporation to the Mortgagee, which is hereby authorized to receive any such property at any time as and for additional security hereunder, and to hold and apply the same subject to the terms hereof;

Together with all and singular the easements, franchises, tenements, hereditaments and appurtenances whatsoever to the properties hereby conveyed, or any part thereof, belonging or in any wise appertaining and the reversion and reversions, remainder and remainders, rents, income, issues and profits thereof, and also all and singular the estate, right, title, interest, property, possession, claim and demand whatsoever, as well at law as in equity, of the Mortgage, of, in or to the same, and any and every part thereof, with the appurtenances; all buildings, plants, improvements and structures now or hereafter placed on the mortgaged property or any part thereof;

TO HAVE AND TO HOLD the above described property hereby conveyed, assigned and mortgaged, or intended to be, or which may hereafter be conveyed, assigned and mortgaged unto said Mortgagee, its successors and assigns, forever, for the purpose of securing: First: payment in accordance with its terms of the principal and interest of the indebtedness evidenced by one promissory note (and any extension or renewal thereof) of which the following is a copy:

Lawrence, Kansas  
(City and State)  
(Date) June 15, 193

**\$4,000.00**

For value received, the undersigned promises to pay to the order of Reconstruction Finance Corporation, hereinafter called "Payee", at the Federal Reserve Bank of Kansas City in the City of Kansas City, State of Missouri, Four Thousand (\$4,000.00) and . . . no/100 dollars, payable as to principal as follows: \$250.00 on or before August 15, 1945; \$250.00 on or before September 15, 1945; and thereafter annually thereafter payable on or before the 15th day of June 15, 1946, with interest, from the date hereof until paid, at the rate of 5 percent per annum payable semi-annually. As security for this note, the undersigned has given the Payee certain collateral. The term "collateral" as used in this note shall mean any funds, guaranties or other property or rights therein of any nature whatsoever or the proceeds thereof which may have been, are, or hereafter may be mortgaged, pledged, assigned, transferred or delivered, directly or indirectly, by or on behalf of the undersigned to the Payee as security for the payment of this note and of any and all other indebtedness of the undersigned to the Payee, principal, interest and/or expenses, whether contingent, now due or hereafter to become due, whether heretofore or contemporaneously herewith or hereafter contracted (all such indebtedness being hereinafter collectively referred to as "the indebtedness"). If the collateral includes any mortgage or deed of trust covering real and/or personal property, the covenants and conditions set forth or referred to in such mortgage or deed of trust are hereby incorporated herein as covenants and conditions of the undersigned with the same force and effect as though such covenants and conditions were fully set forth herein.

The indebtedness shall immediately become due and payable, without notice or demand, upon the appointment of a receiver or liquidator, whether voluntary or involuntary, for the undersigned or for any of its property, or the filing of a petition by or against the undersigned for the purpose of adjudicating the undersigned as insolvent or bankrupt, or an assignment for the benefit of its creditors. The Payee is authorized to declare all or any part of the indebtedness immediately due and payable upon the happening of any of the following events: (1) default in the payment of any part of the principal of the indebtedness when due, or default in the payment of interest on any part of the indebtedness; (2) non-performance by the undersigned or others of agreements with or required by the Payee in respect of any indebtedness of the undersigned to the Payee, including but not limited to agreements included or incorporated herein, or included or incorporated in supplemental or incidental to, or required by (a) the application, pursuant to which this note is executed or any other application to the Payee by the undersigned, or (b) the conditions imposed in connection with the granting of the loan evidenced by this note or any other obligation of the undersigned to the Payee; (3) the Payee's discovery of the undersigned's failure in any of said applications to disclose any fact deemed by the Payee to be material or of the making therein or in any of the said agreements of any misrepresentation by, on behalf of, or for the benefit of the undersigned; (4) the reorganization or merger or consolidation of the undersigned (or the making of any agreement therefor) in any manner deemed by the Payee to affect its rights adversely; (5) the undersigned's failure duly to account, to Payee's satisfaction, at such time or times as the Payee may require, for any of the collateral or proceeds thereof delivered or caused to be delivered to the undersigned by the Payee, or otherwise coming into the control of the undersigned; or (6) the institution of any suit affecting the undersigned deemed by the Payee to affect adversely its interest hereunder in the collateral or otherwise. The Payee's failure to exercise its rights under this paragraph shall not constitute a waiver thereof.

Upon the non-payment of the principal of this note when due, the Payee is empowered to sell, assign and deliver the whole or any part of the collateral, at public or private sale, without demand, advertisement or notice of the time or place of sale or of any adjournment thereof, which are hereby expressly waived. After deducting all expenses of such sale or sales, the Payee may apply the residue of the proceeds thereof to the payment of the indebtedness, as it shall deem proper, returning the excess, if any, to the undersigned. The undersigned hereby waives to the full extent permitted by law all right of redemption or appraisement whether before or after sale. At any such sale the Payee may become the purchaser of the whole or any part of said collateral free from any right of redemption so far as permitted by law. Without limiting or affecting such power of sale, the Payee is further empowered, upon the non-payment of this note when due, to collect or cause to be collected or otherwise to be converted into money all or any part of the collateral, in the name of the Payee or the undersigned or otherwise, by suit or otherwise, and to surrender, compromise, release, renew, extend, exchange or substitute any item of collateral in transactions with the undersigned or any third party, irrespective of any assignment thereof by the undersigned, and without prior notice to or consent of the undersigned or any assignee. Whenever any item of collateral shall not be paid when due, or otherwise shall be in default, whether or not this note has become due, the Payee shall have the same rights and powers in respect of such item of collateral as are granted in respect thereof in this paragraph in case of non-payment of this note when due.

The undersigned agrees to take all necessary steps to administer, supervise, preserve, protect and realize upon all collateral; regardless of any action taken by the Payee, there shall be no duty upon the Payee in this respect. The undersigned shall pay all expenses of any nature, whether incurred in or out of court, and whether incurred before or after this note shall become due at its maturity date or otherwise, including but not limited to reasonable attorneys' fees and costs, which the Payee may deem necessary or proper in connection with the satisfaction of the undersigned's indebtedness to it or the admin-

This release  
was written  
on the original  
mortgage  
entered  
this 29 day  
of November

Harrell A. Budy  
Mag. of Books

For Value Received, the within mortgage in full, canceled and discharged and the parties of record are authorized to release the same of record. Reported this 2nd day of September, 1948.

James Hughson, Finance Corporation,  
By Robert E. Johnson, its attorney,  
222 New County Avenue, Los Angeles, Cal.  
And under Oath of Office, filed in Book 189, folio 100 of the County of Los Angeles, California, at the office of the County Clerk, County of Los Angeles, California.