

Lawrence, Kansas, August 30, 1938.

Mrs. Ella McAferty

Harold A. Beck Register of Deeds.

Loan 14-8-A-1708

THIS MORTGAGE, Made this 1st day of September, 1938, between Hazel Dove and J. A. Dove, wife and husband, Mortgagor, and HOME OWNERS' LOAN CORPORATION, a United States corporation, Mortgagee, and WITNESSES That Mortgagor, for and in consideration of the sum of Three Hundred and no/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

The South Thirty-four and one-third (34-1/3) feet of the West Half (1/2) of Lot Numbered Twenty (20) on Kentucky Street in the city of Lawrence, situate in Douglas County, Kansas.

TO HAVE AND TO HOLD said property to Mortgagee forever;

FOR THE PURPOSE OF SECURING:

1. payment of the indebtedness evidenced by one promissory note (and any extension or renewal thereof), or even date herewith, for the principal sum of Three Hundred Twenty and no/100 Dollars (\$320.00), with interest at the rate of 5 per cent per annum, principal and interest payable in installments as there provided, executed by Hazel Dove and J. A. Dove, wife and husband in favor of Mortgagee;

III. 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.

LA. 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;

(2) To provide, maintain and deliver promptly to Mortgagee fire insurance, together with such other insurance as Mortgagee may require, satisfactory to and with loss payable to Mortgagee, upon the buildings and improvements now situate or hereafter constructed in or upon said real property; and to assign and deliver to Mortgagee, as issued, all other insurance policies covering any of said property;

(3) To commit or suffer no waste of said property, to maintain and keep the same in good condition and repair and promptly to effect such repairs thereof as Mortgagee may require;

(a) The use of any of said property for any purpose other than that for which the same is now used; or

(b) Any alteration of or addition to the buildings or improvements now situate or hereafter constructed in or upon said real property:

(5) To repay to Mortgagee, immediately and without demand, in lawful money of the United States of America, at Mortgagee's Regional Office in Omaha, Nebraska, or at such other place as Mortgagee may designate, all funds heretofore advanced by Mortgagee to Mortgagor or for the benefit or account of Mortgagor pursuant to any covenant or agreement herein contained or for any purpose, with interest thereon, from date of advance until repaid, at the rate specified in said note, and to pay promptly when due and payable all indebtedness evidenced by said note.

B. AND IT IS HEREBY MUTUALLY COVENANTED AND AGREED BY AND BETWEEN MORTGAGOR AND MORTGAGEE:

(1) That all awards of damages in connection with any condemnation for public use of or injury to any of said property are hereby assigned and shall be paid to Mortgagee, who may apply the same to payment of the installments last due under said note, and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such award;

(2) That no waiver by Mortgagee of performance of any obligation herein or in said note contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said obligations;

(3) That Mortgagee is hereby authorized and empowered, at its option, at any time, without notice and without affecting the liability of any person for payment of any indebtedness secured hereby or the lien upon said property hereby created or the priority of said lien, to:

(a) Deal in any way with Mortgagor or grant to Mortgagor any indulgences or forbearances or any extensions of the time for payment of any indebtedness secured hereby:

(b) Pay to or permit the use for any purpose by Mortgagee of any rents, revenues or other money received by Mortgagee under any insurance policy or award herein mentioned or otherwise: and

(c) Execute plats of any of said property and execute and deliver partial releases of any of said property from the lien created hereby;

(4) That each right, power and remedy herein conferred upon Mortgagee is cumulative of every other right or remedy of Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith.

(5) That all of the terms and provisions of said note are hereby made a part of this mortgage as

[illegible]