

DOUGLAS COUNTY

at the maximum rate permissible under such statutes.

Prepayment Privilege: Privilege is given to make additional payments on the principal of this indebtedness in sums of \$100.00 or multiples thereof on any date/interest becomes due and payable; provided, however, that the amount so paid during any year ending at any anniversary of the date from which interest accrues hereunder, added to obligatory principal payments, if any, falling due within such one year period, shall not exceed one-fifth of the principal sum payable under the terms of this instrument.

And the owner will keep the buildings upon the mortgaged real estate insured in such forms of insurance as may be required by the Mortgagee in insurance companies and in amount satisfactory to the Mortgagee, and the policies shall contain all proper clauses for the protection of the Mortgagee. If the owner shall fail to perform the above agreement the Mortgagee may declare the Mortgage in default, with the same appropriate penalties as recited in the Mortgage for other defaults, and may effect said insurance and all money paid therefor with interest at the penalty rate recited in said Mortgage shall be secured by and collectible under said Mortgage.

And the parties who execute this agreement hereby agree that said mortgage shall continue a first lien upon the premises described therein, and further agree to perform each and every of the terms, covenants, conditions and agreements in said note and mortgage as herein modified.

IN WITNESS WHEREOF, the said FRED LEWIS HOWARD and MYRTLE RUTH HOWARD, his wife, have hereunto set their hands and seals this 8th day of May, 1939.

STATE OF KANSAS }
COUNTY OF Douglas } ss:

Fred Lewis Howard
Myrtle Ruth Howard

Be it remembered, that on this 30th day of June A.D. 1939 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came FRED LEWIS HOWARD and MYRTLE RUTH HOWARD, his wife, who are personally known to me to be the same persons who executed the within and foregoing instrument, and such persons 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.

(SEAL) Term expires: June 26 - 1943

C. B. Hoeford
Notary Public

Douglas
County, Kansas

Recorded July 26, 1939 at 8:50 A. M.

Harold A. Burt Register of Deeds.

Reg. No. 1966

Fee Paid \$2.25

Receiving No. 8243

MORTGAGE

THIS MORTGAGE, Made this 1st day of July A.D. 1939, by and between Anna L. Crim, Widow 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 and no/100 DOLLARS, to then 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 116 on Louisiana Street in 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 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 & 1/2 per cent per annum, payable according to the terms of said mortgage note; 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 \$2000.00 in insurance companies acceptable to the party of the second part with policies payable in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfaction mortgage clauses, all the policies of insurance on said buildings and to pay all insurance monies or may deliver the policies to the said party of the second part may collect the insurance of the said party of the second part, the insurance monies 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 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.

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second

This Release
was written
on the original
mortgage
entered
this 2nd day
of July
1939
at Lawrence,
Kans.

This document is a copy of the original mortgage filed in the office of the Register of Deeds, Douglas County, Kansas, on July 26, 1939, at 8:50 A.M. The original mortgage is on file in the office of the Register of Deeds, Douglas County, Kansas.

The Victory Life Insurance Co.
W. J. Brydson Jr.
Secretary

(Copy Seal)