

MORTGAGE RECORD 85

It is hereby further agreed that all the rights and remedies, stipulations, provisions, conditions and covenants of said principal note and mortgage (or other security instrument), including those with respect to default and acceleration shall remain in full force and effect except as herein modified, and nothing herein contained shall be construed to impair the security or lien of the holder of said mortgage (or other security instrument), nor to affect nor impair any rights or power which it may have under said note and mortgage (or other security instrument) for nonfulfillment of agreements contained therein or herein.

The CORPORATION expressly reserves all rights of recourse and otherwise against any property or any other persons in any way liable on OWNER'S indebtedness hereinabove set forth.

WITNESS our hands and seals hereto this 23 day of March, 1940.

(CORP. SEAL)

W. S. Robb
Elizabeth Robb
HOME OWNERS' LOAN CORPORATION
By E. Norman
Omaha Regional Treasurer

STATE OF Kansas)
COUNTY OF Douglas) ss.

BE IT REMEMBERED, That on this 28th day of March, A.D., Nineteen Hundred and Forty, before me, the undersigned, a Notary Public in and for said County and State, came W. S. Robb and Elizabeth Robb, his wife who are personally known to me to be the identical persons described in, and who executed the foregoing extension agreement, and duly acknowledged the execution of the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) My commission expires 3-9-1942

Oscar J. Lane
Notary Public
Douglas County, Kansas.

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) ss.

BE IT REMEMBERED, that on this 23 day of March, A.D., 1940, before me, the undersigned, a Notary Public in and for the County of Douglas and State of Nebraska, came E. Norman Omaha Regional Treasurer of the Home Owners' Loan Corporation, a Corporation duly organized and existing under and by virtue of an Act of Congress of the United States, who is personally known to me to be such officer and who is personally known to me to be the same person who executed as such officer the within instrument of writing on behalf of said Corporation, and such person duly acknowledged the execution of the same to be his act and deed and the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereto set my hand and affixed my official seal the day and year last above written.

(SEAL) My commission expires: 5-11-44

Vera Kouta
Notary Public
Douglas County, Nebraska

Recorded March 29, 1940 at 10:05 A.M.

David A. Beck Register of Deeds

Receiving No. 9719 <

MORTGAGE

Reg. No. 2228 <

Fee Paid \$5.00

THIS MORTGAGE, Made this 12th day of March A.D. 1940, by and between Charles A. Springer and Vivian Ethel Springer, 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 Two Thousand 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:

The South 24 feet of Lot 1, and the North 26 feet of Lot 2 in Block 2 in that part of the City of Lawrence known as South Lawrence, in 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 Two Thousand 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, payable on the first day of March and September in each year, according to the terms of interest notes thereto attached; 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 \$3500.00 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

The amount secured by this mortgage has been paid in full, and the same is hereby cancelled, this 1st day of March, 1944

The Victory Life Insurance Co.
By W. J. Grayson Jr.
Secretary

(Copy Seal)

W. S. Robb
Elizabeth Robb
HOME OWNERS' LOAN CORPORATION
By E. Norman
Omaha Regional Treasurer