

MORTGAGE RECORD 85

or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made heretofore, and in default thereof the Mortgagee may pay the same.

5. That he will keep the premises above conveyed in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

6. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as heretofore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises.

7. That if the Mortgagor fails to make any payment provided for in this mortgage for taxes, insurance premiums, repair of the premises, or the like, then the Mortgagee may pay the same and all sums so advanced, with interest thereof at five per centum (5%) per annum from the date of such advance, shall be payable on demand and shall be secured hereby.

8. That if there shall be a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisal is hereby waived.

Notice of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

Charles Kendall
Cora Kendall
R. Rex Kendall
Mary Ellen Kendall

STATE OF KANSAS,)
COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this twenty-ninth day of October, 1940, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Charles Kendall & Cora Kendall, his wife, R. Rex Kendall & Mary Ellen Kendall, his wife, to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

(SEAL) My Commission expires September 17, 1941.

E. B. Martin
Notary Public.

Recorded October 31, 1940 at 4:42 P.M.

Harold A. Beck Register of Deeds

Receiving No. 110714

ALIAS SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage made by N.P. Newman and Annie E. Newman, his wife of Two Hundred and No/100 DOLLARS to THE PIONEER MORTGAGE COMPANY, OF TOPEKA, KANSAS, dated the 12th day of August A.D. 1931, which is recorded in Book 77 of Mortgages, page 343 of the records of Douglas County, Kansas, on the following-described real estate:

The North 156 acres of the Southeast Quarter (SE $\frac{1}{4}$) Section Nineteen (19) and the Northwest Quarter of the Northwest Quarter (NW $\frac{1}{4}$) Section Thirty-two (32), all in Township Fourteen (14), Range Twenty (20) East of the Sixth Principal Meridian

Satisfaction of such mortgage is hereby acknowledged by the undersigned, and the same is hereby released

Dated this 29th day of October, 1940

Attest:
J. E. Rosebrough (CORP. SEAL)
Secretary.

THE PIONEER MORTGAGE COMPANY,
By Arch M. Catlin
President.

STATE OF KANSAS, COUNTY OF SHAWNEE, SS.

Be It Remembered, That on this 29th day of October, 1940, before me, the undersigned, a notary public in and for the county and state aforesaid, personally appeared Arch. M. Catlin, to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

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

(SEAL) My commission expires November 27th, 1943

Lorraine Wingert,
Notary Public.

Recorded November 2, 1940 at 4:35 P.M.

Harold A. Beck Register of Deeds