

DOUGLAS COUNTY

to depreciate by neglect or want of care; and should said first party neglect so to do, said second party or assigns shall be entitled to immediate possession of said premises.

FIFTH. In case of default of payment of any sum herein covenanted to be paid for the period of ten days after the same becomes due, the said first parties agree to pay to the said second party, or its assigns, interest at the rate of ten per cent per annum, computed annually on said principal note from the date of default, to the time when said principal and interest shall be fully paid; and in case of default of any of the covenants herein contained, the rents, royalties and the profits of the said premises are pledged to the legal holder or holders hereof as additional and collateral security for the payment of all moneys mentioned herein, and said legal holder shall be entitled to the possession of said property by a receiver or otherwise as it may elect; provided, however, that said party of the second part, its successors and assigns, shall be chargeable with no liability with reference to such rents, royalties and profits, nor be accountable therefor, except as to sums actually collected by it, and that the lessees in any such leases shall account for such rights, rents, royalties or benefits to the parties of the first part, or their assigns, until notified by the legal holder hereof to account for and pay over the same to such legal holder. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

SIXTH. If such payments be made as herein specified, this conveyance shall be void, and is to be released at the expense of said party of the second part; but if said principal or interest notes, or any part thereof, or any interest thereon, be not paid according to the terms of said notes, or if said taxes or assessments be not paid as provided herein, or if default be made in the agreement to insure, or in the covenant against incumbrances, or any other covenant herein contained, then this conveyance shall, at the option of second party, become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, or assigns, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, without further notice. In case of such foreclosure, said real estate shall be sold without appraisalment.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals on the day and year above mentioned.

Milton Conrad McGrew
Viola Anna McGrew

STATE OF KANSAS)
County of Douglas) SS

BE IT REMEMBERED, That on this 6th day of October A. D. 1942 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Milton Conrad McGrew and Viola Anna McGrew, his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

(SEAL) Commission expires Oct. 3rd 1944.

Arthur S Leck
Notary Public

Recorded October 7th, 1942 at 10:05 A. M.

Harold R. Beck

Register of Deeds

Receiving No. 15814

PARTIAL SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT the HOME OWNERS' LOAN CORPORATION of Washington, D. C., Mortgagee named in a certain mortgage given by HELEN J. HOSFORD and C. B. HOSFORD, her husband, dated the 6th day of February, 1936, and recorded on the 13th day of February, 1936, in the office of the Register of Deeds, County of Douglas, State of Kansas, in Book 81, page 73, which mortgage was extended by written instrument, recorded on the 27th day of March, 1940, in Book 85, page 245, in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby release said mortgage, as extended, insofar only as it covers the following described property, situated in the County of Douglas, and State of Kansas, to-wit:

A part of the South Half of the Southeast Quarter (SE $\frac{1}{4}$) of Section Six (6), Township Thirteen (13), Range Twenty (20), East, in Douglas County, Kansas, described as follows, to-wit: Beginning at a point on the South boundary line of the said Southeast Quarter (SE $\frac{1}{4}$) of said Section Six (6), five (5) chains East of the Southwest corner of said Quarter Section, thence North 466.6 feet for a point of beginning, thence East 297 feet, thence South 266.6 feet to a point, thence West 197 feet to a point, thence North at right angles 30.6 feet to a point, thence West at right angles 100 feet to a point, thence due North 236 feet to the point of beginning

It is expressly understood that this release does not impair nor affect the lien of said mortgage except as to the property herein described.

IN WITNESS WHEREOF the HOME OWNERS' LOAN CORPORATION has caused this instrument to be executed and its corporate seal to be hereunto affixed by B. Morman, its Omaha Regional Treasurer, hereunto duly authorized by resolution of its Board of Directors adopted the 27th day of September, 1937, this the 26 day of September, 1942.

HOME OWNERS' LOAN CORPORATION
BY B. Morman
Omaha Regional Treasurer

(CORP. SEAL)

STATE OF NEBRASKA)
COUNTY OF DOUGLAS) SS.

BE IT REMEMBERED that on this 26 day of September, 1942, before me, the undersigned, a Notary Public in and for the County of Douglas, and the State of Nebraska, came B. Morman, Omaha Regional Treasurer of the Home Owners' Loan Corporation, a Corporation duly organized and existing under and by virtue of an Act of the Congress of the United States, 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 hereunto set my hand and affixed my official seal the day and year last above written.

Vera Kouba
Notary Public
Douglas County, Nebraska

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

Recorded October 9, 1942 at 1:20 P. M.

Harold A. Beck
Irene Carter Deputy

Register of Deeds.