

# MORTGAGE RECORD 88

Receiving No. 17021

## SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT a certain Indenture of Mortgage, bearing date the 20th day of July 1934, made and executed by Jonnie Daniel, widow as mortgagor to HOME OWNERS' LOAN CORPORATION, a Federal Corporation, as mortgagee, and recorded in the office of the Register of Deeds, within and for the County of Douglas, and the State of Kansas, in Book 81 of Mortgages, page 4, on the 23rd day of July, 1934, is fully paid, satisfied and discharged, together with extension agreement recorded on March 21, 1940, in book 85, page 234.

IN WITNESS WHEREOF the HOME OWNERS' LOAN CORPORATION has caused these presents to be signed in its corporate name and its corporate seal to be hereunto affixed by its Omaha Regional Treasurer, hereunto duly authorized by resolution of its Board of Directors, adopted the 19th day of December, 1935, this 16 day of November, 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 16 day of November, A.D. 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 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 hereunto set my hand and affixed my official seal the day and year last above written.

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

Vera Kouba  
Notary Public  
Douglas County, Nebraska

Recorded March 17, 1943 at 10:40 A. M.

*Harold A. Beck*

Register of Deeds

Receiving No. 17024

## MORTGAGE

Reg. No. 3361  
Fee Paid \$7.50

This Indenture Made this 5th day of March in the year of our Lord nineteen hundred and forty-three by and between H. R. Wright and Leona Wright, his wife of the County of Douglas and State of Kansas, parties of the first part, and THE CENTRAL TRUST COMPANY, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of THREE 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 Southeast Quarter (SE $\frac{1}{4}$ ) of Section Eight (8), Township Fifteen (15), Range Eighteen (18) East of the sixth Principal Meridian.

To Have and 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 parties of the first part do hereby covenant and agree that 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 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 parties of the first part are justly indebted to the party of the second part in the sum of THREE THOUSAND and no/100 ---DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable as follows:

March	1st	1944	\$50.00	.....19...\$
March	1st	1945	\$50.00	.....19...\$
March	1st	1946	\$50.00	.....19...\$
March	1st	1947	\$50.00	.....19...\$
March	1st	1948	\$2800.00	.....19...\$

to the order of the said party of the second part with interest thereon according to the terms of said note; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United State of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at GUARANTY TRUST COMPANY, New York, N.Y. or at such other place as the legal holder of the principal note may in writing designate, and said note bearing ten per cent interest after maturity.

SECOND. That the parties of the first part agree 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 TWO THOUSAND and no/100 DOLLARS, 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 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 parties 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 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 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 additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by receiver or otherwise, as it may elect.

Fifth. That the parties of the first part hereby agree to pay all taxes and assessments, general or special excepting only the Federal Income Tax, which may be assessed in the State of Kansas, upon the said land, premises or property, or upon the interest of the party of the second part therein, and while this Mortgage is held by a non-resident of the State of Kansas upon this Mortgage or the debt secured thereby, or the interest thereon or income therefrom; without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof, upon the party of the second part, and that upon violation of this undertaking