

MORTGAGE RECORD 88

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 the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies including war damage in such amounts and for such periods as it may require and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by it and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgage property in extinguishment of the debt secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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 four and one-half per centum (4½%) 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. Appraisement is hereby waived.

Notice of the exercise 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.

James I Perry
Wauneta V Perry

STATE OF KANSAS)
COUNTY OF DOUGLAS) SS:

BE IT REMEMBERED, that on this 27th day of April 1943, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared JAMES I PERRY & WAUNETA V. PERRY, 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.

Arthur S Peck
Notary Public

(SEAL) My Commission expires Oct 3rd. 1944

Recorded April 27, 1943 at 11:50 A. M.

Narold A. Beck Register of Deeds

Receiving No. 17321

SATISFACTION OF MORTGAGE

Know all Men by these Presents, That in consideration of full payment of the debt secured by a mortgage by Anna Marie Stone and J. Wm. Stone, her husband dated the 27th day of February, A. D. 1940, which is recorded in Book 84 of Mortgages, page 121, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 15 day of March, A. D. 1943

Ruth B Hamilton

STATE OF KANSAS,)
BARBER County) SS.

Be it Remembered, That on this 15th day of March, A. D. 1943 before me, S. T. Frazer a Notary Public in and for said County and State, came Ruth B. Hamilton to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

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

S T Frazer
Notary Public

(SEAL) My Commission Expires Oct 27, 1944.

Recorded April 27, 1943 at 3:30 P.M.

Narold A. Beck Register of Deeds

Receiving No. 17343

MORTGAGE

Reg. No. 3406
Fee Paid \$10.25

Know All Men By These Presents,

That, Harry J. Larriok, single of Douglas County, State of Kansas, hereinafter called the mortgagor (which term wherever used in this mortgage, so far as the context may permit or require, it is hereby agreed shall be construed to include, and shall include the heirs, executors, administrators, successors, and assigns of that party of the first part) have mortgaged and hereby mortgage, convey and warrant to JOHN HANCOCK MUTUAL LIFE INSURANCE COMPANY, a corporation duly established and existing under the laws of the Commonwealth of Massachusetts hereinafter called the mortgagee, and to its successor and assigns, the following described real estate in Eudora Township in the County of Douglas and State of Kansas, to-wit:

The Southwest Quarter (SW¼) of Section Thirty-six (36), Township Thirteen (13) South, Range Twenty (20) East of the Sixth (6) Principal Meridian.

(This is a purchase money mortgage given as part purchase price)

Together with all and singular the tenements, hereditaments and appurtenances thereunto, belonging, and the rents, issues and profits thereof; and also all apparatus, fixtures, chattels, furnaces, heaters, ranges, mantles gas and electric light fixtures, electric refrigerators, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes

In witness hereunto Page 66-1-10-18