

MORTGAGE RECORD 88

Receiving No. 17867

Reg. No. 3461
Fee Paid \$3.75

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, THAT Rae Warner, and Lillian Warner, his wife, of Osage County, Kansas, first parties, do hereby mortgage and warrant unto The Railroad Building, Loan and Savings Association, of New-ton, Kansas, second party, the following described real estate lying and situate in the County of Douglas, in the state of Kansas, to-wit:

West half of Lot 8, Block 9, Lane's First Addition to the city of Lawrence, as shown by the recorded plat thereof:

to secure the payment of the sum of Fifteen Hundred - - Dollars, loaned by second party to first parties on Certificate No. A1196 for 20 shares of the capital stock of second party, according to the terms of one certain promissory note of this date, executed by first parties to second party, and to secure the payment of interest on said note, and the dues, taxes, insurance premium, late-payment or other charges on said shares and loan, in accordance with the by-laws of second party.

First parties expressly agree that they will pay second party, its successors or assigns, on or before the 25th day of each month the sum of \$27.50 as dues and interest on said shares and loan, and also all taxes, in-surance premium, late-payment and other charges that may be assessed against said shares and loan, until such time as said shares shall reach their ultimate or par value of one hundred dollars per share, according to the terms thereof and the by-laws of second party.

NOW, if first parties shall pay all of said sums of money according to the terms of said note and this mor-tgage; and shall keep said premises insured against fire and tornado to the reasonable insurable value thereof, and file such policies with second party with standard mortgage clauses attached in favor of second party; and shall keep said premises in good repair and condition; and not commit waste thereon; then this mortgage shall be void, otherwise to be and remain in full force and effect.

It is further agreed that if first parties fail to file insurance policies as hereinbefore provided, second party may procure the same and charge the premium therefore against first parties, which premium shall be a lien upon said mortgaged premises and bear interest at the rate of eight percent per annum until repaid, and shall be included in any judgment rendered in the foreclosure of this mortgage.

It is further agreed that this mortgage shall include and cover all heating, plumbing, lighting and air-conditioning fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described, and which shall be considered a part of said real estate. It is further agreed that any judgment rendered for any of the indebtedness hereby secured shall bear interest at the rate of eight percent per annum until paid.

First parties hereby assign to second party any and all rents on the premises herein described, and authorize second party, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured or in the performance of any obligation herein contained, and rent the same for the account of first parties, and to deduct from said rents all costs of collection and administration, and to apply the remainder of the same on the debt hereby secured.

First parties hereby reserve unto themselves, their heirs and assigns, the right to modify the terms of this mortgage and the note hereby secured, by a subsequent written supplemental agreement with second party, thereby, changing the amount of the payments due hereunder, or concealing the shares hereby pledged and sub-stituting other shares therefor, which modifications shall be binding upon all purchasers, incumbrancers and lienholders subsequent to the recording of this mortgage, whether or not they have actual or constructive notice of such modifications; but such modifications shall not increase the principal or the basic interest rate as stated in the original note and mortgage.

The first parties herein are members of said The Railroad Building Loan and Savings Association, a corporation organized and existing under the laws of the State of Kansas, and this mortgage is made and shall be construed in accordance with the by-laws of said Association and the laws of the State of Kansas in every particular.

WITNESS our hands this 12th day of July, 1943.

Lillian Warner
Rae Warner

State of Kansas, County of Osage, SS.

Be It Remembered, that on the 13 day of July, 1943, before me, the undersigned Notary public in and for said County and State, came Rae Warner and Lillian Warner who are personally known to me to be the identical persons who executed the foregoing mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) Commission expires 8-16-1945

Ada Nelhart
Notary Public

Recorded July 19, 1943 at 9:00 A. M.

Harold A. Beck

Register of Deeds

Receiving No. 17890

RELEASE

I, W. E. Spalding, the owner through assignment of a certain mortgage executed by A.B. Cole and Gertrude Cole, his wife, to James Woolf under date of September 22, 1919, which mortgage secured the payment of the sum of \$2500.00 and was recorded November 24, 1919, in Book 53 at page 429 of the Mortgage Records in the office of the Register of Deeds of Douglas County, Kansas, do now, for a valuable consideration, release real estate des-cribed as:

Begin at the Southwest corner of the Northeast Quarter of Section 8, Township 12 South of Range 19 East of the Sixth Principal Meridian, in Douglas County, Kansas; thence East 120 rods; thence North 40 rods; thence West 80 rods; thence North 40 rods; thence West 40 rods to Quarter Section line; thence South on said line 80 rods to place of beginning, containing 40 acres, more or less,

from the lien of said mortgage so far as by its terms it covers any part thereof.
DATED at Lawrence, Kansas, this 19 day of July, 1943.

W. E. Spalding

STATE OF KANSAS } SS
DOUGLAS COUNTY }

BE IT REMEMBERED, That on this 19 day of July, 1943, before me, the undersigned, a Notary Public in and for said County and State, came W. E. Spalding, 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.

(SEAL) My Commission Expires July 5, 1945

C. C. Stewart
Notary Public.

Recorded on July 21, 1943 at 4:15 P.M.

Harold A. Beck

Register of Deeds.

The amount paid by this mortgage has been paid in full. This is hereby released and discharged this 7 May 1946. The Railroad Building Loan and Savings Association
Attest: Everett M. Gonyea (Corp. Sec.) C. O. Conkey Vice President