

MORTGAGE RECORD 88

after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, 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 hereinbefore, 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 hereinbefore 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. Appraisalment 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.

Homer D. Allison
Lucille E. Allison

STATE OF KANSAS)
COUNTY OF DOUGLAS) SS:

BE IT REMEMBERED, that on this 21st day of February, 1944, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Homer D. and Lucille E. Allison, 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 10/3/44

Recorded February 21, 1944 at 10:10 A.M.

Harold A. Beck Register of Deeds

Receiving No. 20005 <

Reg. No. 3663
Fee Paid \$5.00

MORTGAGE

THIS INDENTURE, Made this 3rd day of January in the year of Our Lord One Thousand Nine Hundred and Forty-four between W. A. Saucier and Margaret Saucier, husband and wife of the County of Douglas and State of Kansas, parties of the first part, and Hugh P. Hartley and Genevieve H. Kuraner parties of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Two Thousand and no/100 Dollars in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, has sold, and by these presents does grant, convey and confirm, unto the said parties of the second part, and to their heirs and assigns forever, all of the following-described real estate, lying and situated in the County of Douglas, and State of Kansas, to-wit:

West Half of Lot 130 and all of Lot 132, Indiana Street, City of Baldwin City

with appurtenances, and all the estate, title, and interest in the said parties of the first part therein. And the said parties of the first part does hereby covenant and agree that at the delivery hereof the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances.

PROVIDED ALWAYS, And these presents are upon these express conditions: That if the said parties of the first part their heirs and assigns, shall well and truly pay, or cause to be paid to the said parties of the second part their heirs or assigns, the sum of Two Thousand and no/100 Dollars with interest thereon at the time and in the manner specified in a certain promissory note, bearing date January 3, 1944 executed by the parties of the first part, payable to the order of Hugh P. Hartley and Genevieve H. Kuraner, at Baldwin, Kansas in amount and due as follows: \$2000.00, payable in installments of \$30.00 per month, including interest on the unpaid balance at the rate of 5% per annum, with 10 per cent interest per annum after due until paid, according to the true intent and meaning thereof, and in that case these presents and everything herein expressed shall be absolutely null and void. But on default of the payment of any part of the principal or interest of any one of said notes at maturity, or upon the failure to pay any lawful assessment upon said premises when the same shall become due and payable, each and all of the several amounts herein secured shall immediately become due and payable, and this instrument shall be subject to foreclosure according to law. In case of foreclosure and sale the parties of the first part hereby waive the right of appraisalment of the premises.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seal the day and year first-above written.

W. A. Saucier
Margaret T. Saucier

STATE OF KANSAS, DOUGLAS COUNTY, ss:

BE IT REMEMBERED, That on this 31 day of January, A.D., 1944, before me a Notary Public in and for said County and State, came W. A. Saucier and Margaret Saucier to me personally known to be the same person who executed the within instrument, 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.

C. B. Butell
Notary Public

(SEAL) My commission expires Sept. 4, 1944

Recorded February 24, 1944 at 8:55 A.M.

Harold A. Beck Register of Deeds

Released on page 546

the release was written in the original mortgage

The amount secured by this mortgage has been paid in full, and the same is hereby cancelled, this 6th day of June 1944. Hugh P. Hartley Genevieve H. Kuraner