

DOUGLAS COUNTY

Receiving No. 26324

Reg. No. 4565
Fee Paid \$12.50

The debt secured by this mortgage having been paid in full, the Register of Deeds is hereby authorized to release the same of record with this.
Dated at Ottawa, Kansas, this 2nd day of July, 1946
The Ottawa Building and Loan Association
By Dean Berlin Secretary
(Corp. Seal)

THIS INDENTURE, Made this 10th day of January, 1946, by and between Hazel E. Garich, a single woman of Franklin County, Kansas, as mortgagor, and The Ottawa Building and Loan Association, a corporation organized and existing under the laws of Kansas with its principal office and place of business at Ottawa Kansas as mortgagee;

WITNESSETH: That said mortgagor, for and in consideration of the sum of Five Thousand and no/100 Dollars (\$5,000.00) the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto said mortgagee, its successors and assigns, forever, all the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

The North Fifty (50) feet of Lot Eight (8), and All of Lot Nine (9), the east twenty-five (25) feet of Lot Four (4) and the east twenty-five (25) feet of the North fifty (50) feet of Lot Five (5), all in Block Eight (8) in Babcock's Addition, an additin to the city of Lawrence, Douglas County Kansas

Together with all heating, lighting, and plumbing equipment and fixtures, including stokers and burners, screens awnings, storm windows and doors, and window shades or blinds, used on or in connection with said property, whether the same are now located on said property or hereafter placed thereon.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever, and warrant the title to the same. Said mortgagor hereby covenants with said mortgagee that she is at the delivery hereof, the lawful owner of the premises above conveyed and described, and is seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that she will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is executed and delivered to secure the payment of the sum of Five Thousand and no/100 Dollars (\$5000.00) with interest thereon, together with such charges and advances as may be due and payable to said mortgagee under the terms and conditions of the promissory note of even date herewith and secured hereby, executed by said mortgagor to said mortgagee, payable as expressed in said note, and to secure the performance of all the terms and conditions contained therein. The terms of said note are hereby incorporated herein by this reference.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor by said mortgagee, and any and all indebtedness in addition to the amount above stated which said mortgagors, or any of them, may owe to said mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts secured hereunder including future advances, are paid in full with interest.

The mortgagor hereby assigns to said mortgagee all rents and income arising at any and all times from said property and hereby authorize said mortgagee or its agent, at its option, upon default, to take charge of said property and collect all rents and income therefrom and apply the same to the payment of interest, principal, insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenantable condition, or to other charges or payments provided for herein or in the note hereby secured. This rent assignment shall continue in force until the unpaid balance of said note is fully paid. The taking of possession hereunder shall in no manner prevent or retard said mortgagee in the collection of said sums by foreclosure or otherwise.

The failure of the mortgagee to assert any of its rights hereunder at any time shall not construed as a waiver of its right to assert the same at any later time, and to insist upon and enforce strict compliance with all the terms and provisions of said note and of this mortgage.

If said mortgagor shall cause to be paid to said mortgagee the entire amount due it hereunder, and under the terms and provisions of said note hereby secured, including future advances, and any extensions or renewals thereof in accordance with the terms and provisions thereof, and if said mortgagor shall comply with all the provisions of said note and of this mortgage, then these presents shall be void; otherwise to remain in full force and effect, and said mortgagee shall be entitled to the possession of all of said property, and may, at its option, declare the whole of said note and all indebtedness represented thereby to be immediately due and payable and may foreclose this mortgage or take any other legal action to protect its rights and from the date of such default all items of indebtedness secured hereby shall draw interest at 10% per annum. Appraisal waived.

This mortgage shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Said mortgagor has hereunto set her hand the day and year first above written.
Hazel Garich

STATE OF KANSAS)
COUNTY OF Franklin) SS.

BE IT REMEMBERED, that on this 10th day of January A. D., 1946, before me, the undersigned, a Notary Public in and for the county and state aforesaid came Hazel E. Garich, a single woman who is personally known to me to be the same person who executed the within mortgage, and such person duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

(SEAL) My Comm. Expires: January 27, 1948

Dean Berlin
Notary Public

Recorded January 17 1946 at 9:06 A. M.

Harold A. Beck Register of Deeds

This release was written on the original mortgage this 5th day of July 1946
Harold A. Beck
Reg. of Deeds

Receiving No. 26340 L

AMORTIZATION MORTGAGE

THIS INDENTURE, Made this 15th day of January 1946, between J. ELLA MARTIN, a widow; Carol L. Martin, a single woman; and ARNOLD MARTIN, a single man of the County of Douglas, and State of Kansas, hereinafter called mortgagor, whether one or more, and THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas, hereinafter called mortgagee.

WITNESSETH: That said mortgagor, for and in consideration of the sum of SIXTEEN THOUSAND FIVE HUNDRED AND NO/100 (\$16,500.00) DOLLARS, in hand paid by mortgagee, receipt of which is hereby acknowledged, mortgages to said mortgagee, all of the following described real estate situate in the County of Douglas, and State of Kansas, to-wit:

East 70 acres of the North half of the Southwest Quarter of Section Eleven; Northwest Quarter of Section Eleven, Township Thirteen South, Range Twenty East of the Sixth Principal Meridian; Northeast Quarter of Section Ten, Township Thirteen South, Range Twenty East of the Sixth Principal Meridian, LESS the following described tract of land; Beginning at a point in the west line of the Northeast Quarter of Section Ten, Township Thirteen South, Range Twenty East of the Sixth Principal Meridian, 447.82 feet North of the Southwest corner of said quarter Section, thence due east 396 feet to a stone, thence North and parallel to the west line of said Quarter Section 123.24 feet to the center of a drain ditch, thence North 44 deg. 0 min. West 349.47 feet to a point in the west line of said Quarter Section, said point being 723.59 feet south of the Northwest corner of said Quarter Section, thence south along the west line of said Quarter Section 1504.94 feet, more or less; to the point of beginning, containing 12.04 acres, more or less;