

DOUGLAS COUNTY

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 mortgagors 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 therein 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 mortgagors 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 mortgagors hereby assign to said mortgagee all rents and income arising at any and all times from said property and hereby authorized 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 tenable 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 be 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 mortgagors 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 mortgagors 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 right, and from the date of such default all items of indebtedness secured hereby shall draw interest at 1% per annum. "praisement 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 "hereof, the said mortgagors have hereunto set their hands the day and year first above written.

Eugenia U. Howe
Edwin W. Howe

STATE OF KANSAS
COUNTY OF FRANKLIN, SS:

Be it remembered that on this 22nd day of July, A. D., 1946, before me, the undersigned, a Notary public in and for the county and state aforesaid, came Eugenia U. Howe and Edwin W. Howe, also known as Edwin H. Howe, her husband who are personally known to me to be the same persons who executed the within mortgage, and such persons 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: Jan 27, 1948

Dean Berlin Notary Public

Recorded on July 30, 1946 at 1:00 P.M.

Harold A. Beck Register of Deeds

Receiving No. 29145

MORTGAGE

Reg. No. 5065
Fee Paid \$10.25

THIS MORTGAGE, made the 19th day of July, A. D. 1946 between Winnie D. Lowrance, a single woman of the City of Lawrence in the County of Douglas, and State of Kansas, party of the first part and The Prudential Insurance Company of America, party of the second part,

WITNESSETH: That whereas the said party of the first part is justly indebted to the Prudential Insurance Company of America for money borrowed in the sum of Four thousand one hundred & 00/100 DOLLARS to secure the payment of which she has executed her promissory note, of even date herewith, for the principal sum of Four thousand one hundred & 00/100 - - -DOLLARS with interest from date, until maturity at the rate in said note set forth; being an instalment note by the terms of which the said party of the first part agrees to pay to The Prudential Insurance Company of America, or order the principal and interest in monthly instalments as follows, namely:

Beginning on the 15th day of August, 1946, and on the 15th day of each month thereafter the sum of Thirty one & 37/100 - - - Dollars and the balance of said principal sum due and payable on the 15th day of July, 1961. The aforesaid monthly payments of Thirty one & 37/100 - - - Dollars each are to be applied first to interest at the rate as aforesaid on the principal sum of Four thousand and one hundred & 00/100 Dollars, or so much as shall from time to time remain unpaid, and the balance of each monthly instalment shall be applied on account of principal.

Said note provides that if any part of the principal or interest is not paid when due, all of the unpaid principal and interest then accrued shall thereafter bear interest at the rate of ten per cent per annum, and said note is made payable to the order of said The Prudential Insurance Company of America at its office in the City of Newark, New Jersey, or at such other place as the holder thereof may designate in writing, in lawful money of the United States of America.

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the said party of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions stipulations and agreements herein contained, does by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever all the following described lands and premises situated and being in the City of Lawrence in the County of Douglas and State of Kansas to wit:

Beginning at a point 1017 feet South and 1042 feet West of the Center of Section thirty-six (36) Township twelve (12) South range nineteen (19) East at a Point with cogwheel thereon; thence South 136 feet to a Ford Axle with cogwheel thereon; thence West 60 feet to Ford axle with cogwheel thereon; thence North 136 feet to a Ford axle with cogwheel thereon; thence East 60 feet to a point of beginning in West Hills, a residence district adjacent to City of Lawrence, in Douglas County, Kansas

In addition to the agreements, covenants and conditions contained in the mortgage to which this rider is attached and of which it forms a part, it is further agreed by and between the parties hereto;

That upon request of the mortgagor the mortgagee may hereafter at its option, at any time before full payment of this mortgage, make further advances to the mortgagor, and the same with interest, shall be secured by this mortgage; provided, however, that the amount of principal secured by this mortgage and remaining unpaid, shall not at the time of and including any such advance exceed the original principal sum secured hereby; provided further that if the mortgagor agrees to execute and deliver to the mortgagee a note to evidence the same payable on or before the maturity of this mortgage and bearing such other terms as the mortgagee shall require.

The mortgagor does covenant and agree to and with the mortgagee to repay all such further advances made as aforesaid with interest: that such further advances and each note evidencing the same shall be secured by this

This release was written on the original mortgage entered this 17 day of January, 1947.
 Dean Berlin
 Notary Public
 My comm. expires: Jan 27, 1948
 Registrar of Deeds
 Deputy