

DOUGLAS COUNTY

Together with all heating, lighting and plumbing equipment and fixtures, including stokers and burners, screens, awnings, storm windows and doors and windows shades of blinds, used on or in connection with said property, whether the same are now located on said property or hereafter place 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 mortgagors hereby covenant with said mortgagee that they are, at the delivery hereof, the lawful owners of the premises above conveyed and described, and are seized of a good and indefeasible estate of inheritance therein free and clear of all encumbrances, and that they 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 Twenty two hundred and No/100 Dollars (\$2200.00) 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 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 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 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 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 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 mortgagor 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 the same 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 10% per annum. Appraisalment waived.

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

IN WITNESS WHEREOF, 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 Aug. 22, 1946 at 10:00 A.M.

Receiving No. 29541

Reg. No. 5126
Fee Paid \$5.00

MORTGAGE

THIS INDENTURE, Made this 22nd day of August in the year of our Lord nineteen hundred and Forty-Six by and between "Mary E. Wilson, a widow of the County of Douglas and State of Kansas, parties of the first part, and THE STANDARD LIFE ASSOCIATION, of Lawrence, Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of Two Thousand --DOLLARS to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

South one-half of Lot Eleven (11) and all of Lot Twelve (12), Block Fourteen (14) in Lane Place Addition. to the City of Lawrence.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, and all rights of homestead exemption, unto the said party of the second part and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that they are 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 and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, Always and these presents are upon the following agreements, covenants and conditions, to-wit: FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of Two thousand ----DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed, by said parties of the first part, in consideration of the actual loan of the said sum, and payable as follows:

October 1 1946 \$35.00 or more and continuing until the full amount of principal with interest is paid. Payments are to be credited first to interest then due and the remainder to apply on principal. to the order of the said party of the second part with interest, thereon at the rate of 4 1/2 per cent per annum payable monthly on the first days of each month and in each year, according to the terms of said note; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the Home Office of THE STANDARD LIFE ASSOCIATION, Lawrence, Kansas, or at such other place as the legal holder of the principal note may in writing designate, and said note bearing ten per cent interest after maturity.

This mortgage is being recorded by the mortgagee, being heretofore in full, the
 Mortgagee of the County of Douglas, State of Kansas, this 22nd day of July, 1946.
 Notary Public, Kansas, this 22nd day of July, 1946.
 By Dean Berlin, Notary Public.
 (Seal) My Comm. Expires: Jan 27, 1948
 This release was written on the original mortgage entered this 22nd day of July, 1946.
 Registrar of Deeds
 Deputy