

DOUGLAS COUNTY

It is the intention and agreement of the parties hereto, that this mortgage shall also secure any future advancements made to first parties, or any of them, by second party, and any and all indebtedness in addition to the amount above stated which the first parties, or any of them, may owe to the second party, 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 due hereunder, including future advancements, are paid in full, with interest; and upon the maturing of the present indebtedness for any cause, the total debt on any such additional loans shall at the same time and for the same specified causes be considered matured and draw ten per cent interest and be collectible out of the proceeds of sale through foreclosure or otherwise.

First parties agree to keep and maintain the buildings now on said premises or which may be hereafter erected thereon in good condition at all times, and not suffer waste or permit a nuisance thereon. First parties also agree to pay all taxes, assessments and insurance premiums as required by second party.

First parties also agree to pay all costs, charges and expenses reasonably incurred or paid at any time by second party, including abstract expenses, because of the failure of first parties to parties to perform or comply with the provisions in said note and in this mortgage contained, and the same are hereby secured by this mortgage.

First parties hereby assign to second party the rents and income arising at any and all times from the property mortgaged to secure this note, and hereby authorize second party or its agent, at its option upon default, to take charge of said property and collect all rents and income and apply the same on the payment of insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenable condition, or other charges or payments provided for in this mortgage or in the note hereby secured. This assignment of rents shall continue in force until the unpaid balance of said note is fully paid. It is also agreed that the taking of possession hereunder shall in no manner prevent or retard second party in the collection of said sums by foreclosure or otherwise.

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

If said first parties shall cause to be paid to second party 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 hereof, in accordance with the terms and provisions thereof, and comply with all the provisions in said note and in this mortgage contained, then these presents shall be void; otherwise to remain in full force and effect, and second party shall be entitled to the immediate possession of all of said premises, and may, at its option, declare the whole of said note due and payable and have foreclosure of this mortgage or take any other legal action to protect its rights, and from the date of such default all items of indebtedness hereunder shall draw interest at the rate of 10% per annum. Appraisal and all benefits of homestead and exemption laws are hereby waived.

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

In Witness Whereof, said first parties have hereunto set their hands the day and year first above written.

Charles A. Galloway
Bertha H. Galloway

State of Kansas
County of Douglas, SS

Be It Remembered, that on this 2nd day of November, A.D. 1946, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Charles A. Galloway and Bertha H. Galloway, his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and Notarial Seal the day and year last above written.

Clifton C. Calvin
Notary Public

SEAL) My commission expires Nov. 6, 1948.

Recorded November 4th, 1946 at 4:10 P.M.

Harold A. Beck Register of deeds.

Receiving No. 30422

MORTGAGE

Reg. No. 5300
Fee Paid \$5.00

This Mortgage, Made this 28th day of September in the year of Our Lord, One Thousand Nine Hundred and forty six by and between Wayne R. Johnson and Marguerite E. Johnson his wife of the County of Douglas and State of Kansas parties of the first part, and May Firstenberger party of the second part.

Witnesseth, That said parties of the first part, for and in consideration of the sum of Two Thousand Dollars to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained, sold, and conveyed, and by these presents do now grant, bargain, sell and convey unto the said party of the second part and to her heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

Lot 13 in Learnards Subdivision of a portion of Block 5, South Lawrence, in the City of Lawrence.

To Have and to Hold the same, with all and singular the hereditaments and appurtenances thereto belonging, unto the said party of the second part, and to her heirs and assigns forever; Provided Always, and this instrument is made, executed and delivered upon the following conditions, to-wit:

Whereas, the said parties of the first part have this day executed and delivered a certain promissory note in writing to the party of the second part, payable at Kansas City, Kansas as follows, to-wit:

Twenty-five Dollars on the 28th day of October 1946, and Twenty-five Dollars on the 28th day of each succeeding month thereafter, until the whole sum named is fully paid. The Twenty-five Dollars monthly payment above mentioned shall include interest at the rate of six per cent per annum which shall be deducted from the said monthly payment and the balance credited on the principal. The principal may be reduced in multiples of five Dollars at any payment time.

Now, if the said parties of the first part shall well and truly pay, or cause to be paid, the sum of money in said note mentioned, with the interest thereon, according to the tenor and effect of said note, then these presents shall be null and void. But if said sum of money, or either of them, or any part thereof, or any interest thereon, be not paid when the same become due, then, and in that case, the whole of said sum and interest shall, at the option of said party of the second part, by virtue of this Mortgage, immediately become due and payable; or, if the taxes and assessments of every nature which are or may be assessed against said land and appurtenances, or either of them, or any part thereof, are not paid at the time when the same are by law made due and payable, then in like manner the said note, and the whole of said sum, shall immediately become due and payable; and said taxes and assessments of every nature so paid shall be an additional lien against said mortgaged premises secured by this mortgage; and in the event it becomes

This release was written on the original mortgage entered this 2nd day of November 1946

Reg. of Deeds
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