

9. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within Six Months from the date hereof (written statement of any officer of the Department of Housing and Urban Development or authorized agent of the Secretary of Housing and Urban Development dated subsequent to the Six Months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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) has hereunto set her hand(s) and seal(s) the day and year first above written.

[SEAL] *Dorothy M. Dunaway* [SEAL]
Dorothy M. Dunaway [SEAL]

STATE OF KANSAS,

COUNTY OF DOUGLAS

BE IT REMEMBERED, that on this 8th day of January, 1971, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Dorothy M. Dunaway, a single person, 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.

My Commission expires February 28, 1972

Charles W. Hedges
Charles W. Hedges, Notary Public

GPO 883-252

Recorded January 15, 1971 at 4:31 P. M.

Janice Beam Register of Deeds
By: *Lue Neustyter*, Deputy

Reg. No. 5,303
Fee Paid \$49.25

FHA FORM NO. 2120m
Revised October 1969

BOOK 159

MORTGAGE

THIS INDENTURE, Made this 11th day of January, 1971, by and between
Guy L. England and Judy K. England, his wife
of Douglas County, Kansas, Mortgagor, and

THE FIDELITY INVESTMENT COMPANY

under the laws of the State of Kansas, a corporation organized and existing
Mortgagee

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Nineteen Thousand Seven Hundred and 00/100 - - - - - Dollars (\$ 19,700.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit: