

DOUGLAS COUNTY

in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 2 hereof, which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 hereof, as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and in default thereof the Mortgagee may pay the same.

5. That he will keep the premises above conveyed in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

6. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises.

7. That if the Mortgagor fails to make any payment provided for in this mortgage for taxes, insurance premiums, repairs of the premises, or the like, then the Mortgagee may pay the same and all sums so advanced, with interest thereon at five per centum (5%) per annum from the date of such advance, shall be payable on demand and shall be secured hereby.

8. That if there shall be a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisalment is hereby waived.

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 herunto set his hand(s) and seal(s) the day and year first above written.

R. C. Alford
Lena C. Alford

STATE OF KANSAS,
COUNTY OF DOUGLAS:

BE IT REMEMBERED, that on this 13th day of July, 1936, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared R. C. Alford & Lena C. Alford, his wife, 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.

Arthur G. Peak
Notary Public

(SEAL) My Commission expires 10/5/40

Recorded July 15, 1936 at 11:20 A.M.

Ward A. Beck

Register of Deeds

Rep. No. 1556
Fee Paid \$5.00

Receiving No. 6355

MORTGAGE

THIS INDENTURE, Made this 12th day of July in the year of our Lord nineteen hundred and thirty-eight by and between Harry M. Green and Mabel O. Green, his wife 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 AND FIFTY 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:

Lot 2, less north twenty-five (25) feet and all of Lot 3, Block 1, in Babcock Place, an 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 anywise 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 inalienable estate of inheritance therein, free and clear of all incumbrances, 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 AND FIFTY 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: July 1st 1943 \$2,050.00 ** to the order of the said party of the second part with interest thereon at the rate of five per cent per annum, payable semi-annually, on the first days of January and July 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 percent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all buildings which are now or may hereafter be upon the premises unceasingly insured to the amount

The amount secured by this mortgage
has been paid in full and the title
therein is hereby released. This 13th
day of July 1936.
At Lawrence, Kansas.
I, Mabel O. Green, do hereby certify that
the above is a true and correct copy of
the original of this mortgage.
Mabel O. Green
Notary Public
My Comm. Expires 10/5/40