

MORTGAGE RECORD 83

when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, 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 proceeding, 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, repair of the premises, or the like, then the Mortgagee may pay the same and all sums so advanced, with interest thereof 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) have hereunto set their hand(s) and seal(s) the day and year first above written.

B.A. Green
LeOma Green

STATE OF KANSAS, }
COUNTY OF Montgomery, } ss:

BE IT REMEMBERED, that on this 19th day of January, 1939, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared B.A. Green, who personally known to be the same person(s) who executed the above and foregoing instrument, and he 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.

Florence E. Harper
Notary Public.

(SEAL) My Commission expires Nov. 16, 1942.

STATE OF KANSAS }
Douglas County, } ss.

Be it Remembered, That on this 20th day of January A.D. 1939 before me, the undersigned, a Notary Public in and for said County and State, came LeOma Green, wife of B.A. Green to me personally known to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Pearl Edick
Notary Public.

(SEAL) My Commission Expires December 31, 1940

Recorded January 28, 1939 at 10:00 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 7226 <

RELEASE OF MORTGAGE

IN CONSIDERATION of the payment of the debt secured by the mortgage executed by Gerald L. Gilbert and Louvorna Gilbert, husband and wife, recorded September 19, 1934 in Book 79 Page 271 of Official Records in the Office of the Recorder of Douglas County, Kansas, the undersigned hereby releases the property described in said mortgage from the lien thereof.

Dated January 21, 1939

Lucile Conover

STATE OF CALIFORNIA }
County of Los Angeles } ss.

On this 21st day of January, 1939 before me H.L. Moon, a Notary Public in and for said County, personally appeared Lucile Conover known to me to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same.

Witness my hand and seal
(SEAL)

H.L. Moon
Notary Public in and for Los Angeles County, California.
My Commission Expires Sept. 15, 1940

Recorded January 28, 1939 at 1:30 P.M.

Harold A. Beck Register of Deeds.