

MORTGAGE RECORD 83

at any time the Mortgagee shall tender to the Mortgage, 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 Mortgagee 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 Mortgagee 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 Mortgagee 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 mortgage premises and collect the rents, issues and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisal 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 Mortgagee(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

Gilbert A. Francis
Bernice S. Francis

STATE OF KANSAS, }
COUNTY OF DOUGLAS } ss:

BE IT REMEMBERED, that on this seventh day of June, 1939, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Gilbert A. Francis & Bernice S. Francis, 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.

E. B. Martin
Notary Public.

(SEAL) My Commission expires September 17, 1941.

Recorded June 7, 1939 at 3:35 P.M.

Harold D. Beck Register of Deeds.

Receiving No. 7917 <

ASSIGNMENT OF MORTGAGE

FIRMA LOAN NO. 196

FOR VALUE RECEIVED, The RFC Mortgage Company, a corporation, hereby assigns to Federal National Mortgage Association, a corporation of Washington, D.C., its successors and assigns, without recourse, representation or warranty, the real estate mortgage dated July 18, 1936, executed by Walter Frederick Jordan and Mabel A. Jordan, Mortgagee, to The First National Bank of Lawrence, Kansas, Mortgagee, and recorded at Page 321 of Book 78 of Mortgages in the Office of the Register of Deeds of Douglas County, Kansas.

IN WITNESS WHEREOF, The RFC Mortgage Company, a corporation, has hereunto set its hand and affixed its corporate seal the 12th day of April, 1939.

THE RFC MORTGAGE COMPANY
BY M. J. McGrath
Vice-President

(CORP. SEAL)

UNITED STATES OF AMERICA }
DISTRICT OF COLUMBIA } ss

On this 12th day of April, 1939, before me appeared M.J. McGrath, to me personally known, who, being by me duly sworn did say he is the Vice-President of The RFC Mortgage Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said M.J. McGrath acknowledged said instrument to be the free act and deed of said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal on the day and year last above written.

Nancy H. Koundouriotis
Notary Public within and for the
District of Columbia

(SEAL) My Commission will expire Feb 14 1943.

Recorded June 9, 1939 at 10:00 A. M.

Harold D. Beck Register of Deeds.