

MORTGAGE RECORD 85

payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payments 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 preceding, 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 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 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. 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 Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

Frank Schnider
Fern Schnider

STATE OF KANSAS,)
COUNTY OF DOWLING) ss:

BE IT REMEMBERED, that on this first day of September, 1939, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Frank Schnider & Fern Schnider, 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.

(SEAL) My Commission expires Sept. 17, 1941

E.B. Martin
Notary Public

Recorded September 1, 1939, at 11:20 A.M.

North A. Beck

Register of Deeds

Receiving No. 6557 <

ASSIGNMENT OF REAL ESTATE MORTGAGE

For Value Received, The First National Bank of Lawrence, Lawrence, Kansas, a corporation, does hereby assign, transfer, and set over, without recourse in any event, to the Federal Mortgage Association and its future assigns, all its right, title and interest in and to one certain real estate mortgage, the promissory note, debts, and claims thereby secured, and the lands and tenements therein described, to-wit: One certain mortgage executed by Leonard M. Jella and Lottie Jella, his wife, to said The First National Bank of Lawrence, Lawrence, Kansas, on the twentieth day of May, 1939, and secured upon the following described real estate situated in Douglas County, State of Kansas:

The South forty-five (45) feet of Lot No. ninety-two (92) and the North twenty-five (25) feet of Lot ninety-four (94) on Ohio Street, in the City of Lawrence, Douglas County, Kansas.

The grantor conveys and grants to the grantee, his heirs and assigns, the right and privilege of constructing and maintaining a sewer across and under Lot No. ninety (90) on Ohio Street in the City of Lawrence, Douglas County, Kansas, with the further right to maintain said sewer and enter upon said Lot ninety (90) for the purpose of repairing and maintaining said sewer which is to extend from the property herein granted to the main sewer back of said Lot ninety (90) just mentioned,

which mortgage is duly recorded in Mortgage record No. 63 at Page 580, in the office of the Register of Deeds, Douglas County, State of Kansas.

In Witness Whereof, The First National Bank of Lawrence, Lawrence, Kansas, has caused these presents to be signed by its Vice President, and its corporate seal to be affixed this thirtieth day of August, 1939.

(CORP. SEAL)

THE FIRST NATIONAL BANK OF LAWRENCE,
Lawrence, Kansas
By F.C. Whipple
Vice President

Attest:

Kelvin Horver
Cashier

The amount secured by this mortgage having been paid in full, the Register of Deeds of Douglas County, Kansas is authorized to enter this release of mortgage.
By my Notary Public
E.B. Martin
Notary Public
Sole & True 13. 1939

This release was written on the original mortgage entered this 21 day of October 19 39

North A. Beck
Reg. of Deeds
Marie Wilson
Deputy