

MORTGAGE RECORD 85

before the date 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 been 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 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. 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.

Patrik H. Downey
Anna Downey
V.M. Downey
Enea Downey
R.J. Downey
Ellen Downey
L. R. Youmans
Mary Margaret Youmans

STATE OF KANSAS } ss:
COUNTY OF Douglas }

BE IT REMEMBERED, that on this twentieth day of July, 1939, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Patrik H. Downey and Anna Downey, 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

STATE OF Missouri } ss:
COUNTY OF Jackson }

BE IT REMEMBERED, that on this 3rd day of August, 1939, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared V. M. Downey and Enea Downey, his wife, to me personally known to be the same persons 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: May - 19 - 1943

Harriet B. Starwood
Notary Public

STATE OF Wisconsin } ss:
COUNTY OF Dane }

BE IT REMEMBERED, that on this 9th day of August, 1939, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared R. J. Downey and Ellen Downey, his wife, and L. R. Youmans and Mary Margaret Youmans, his wife, to me personally known to be the same persons 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: May 23, 1943

Richard Rynders
Notary Public, Dane County, Wis.

Recorded September 13, 1939 at 1:30 P. M.

Harold A. Beck

Register of Deeds

Release

The amount secured by this mortgage having been paid in full, the same is hereby canceled and the Register of Deeds authorized to enter this release of record.
Dated this second day of November, 1946.

(CORPORATE SEAL)

The Columbia National Bank of Kansas City
By Sidney M. Cook
Vice-President

This release
was written
on the original
mortgage

entered
this 7 day
of Nov.
1946

Harold A. Beck
Reg. of Deeds

Deputy