

MORTGAGE RECORD 85

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 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 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) ha _____ hand(s) and seal(s) the day and year first above written.

Laurel O. Ringler
Mary U. Ringler

STATE OF KANSAS,)
COUNTY OF Douglas) ss:

BE IT REMEMBERED, that on this 28th day of March, 1941, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Laurel O. Ringler and Mary U. Ringler, 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 Jan 25/1942

Geo W Kuhne
Notary Public.

Recorded April 26, 1941 at 2:10 P.M.

Ward A. Beck Register of Deeds

Receiving No. 11622

ASSUMPTION OF LIABILITY UNDER NOTE AND MORTGAGE

WHEREAS, W. D. Paden and Dagmar Parr Paden, his wife, have purchased from L. W. Lee and Besse Lee, his wife, the following described real estate, to-wit:

Lot 6, Block 14, Lane Place Addition, an Addition to the City of Lawrence, commonly known as 821 Alabama Street, all in Douglas County, Kansas

WHEREAS, said L. W. Lee and Besse Lee did on May 17, 1939, execute a note in the sum of \$4,300.00 to The Security Benefit Association secured by a first mortgage, which said mortgage was filed for record June 3, 1939, and recorded in Book 83 at page 594 in the Office of the Register of Deeds of Douglas County, Kansas, and which said mortgage was insured by the Federal Housing Administration, and

WHEREAS, said W. D. Paden and Dagmar Parr Paden desire to have said mortgage insured in their own name by said Federal Housing Administration, and said Federal Housing Administration refuses to grant said insurance unless said W. D. Paden and Dagmar Parr Paden assume liability for the payment of said note and mortgage.

NOW, THEREFORE, in consideration of the release of L. W. Lee and Besse Lee from liability under said note and mortgage, of date May 17, 1939, we the undersigned W. D. Paden and Dagmar Parr Paden assume and agree to pay said note and mortgage at the time and in the manner therein set forth, and we agree to comply with all other conditions of said note and mortgage with the same force and effect as if we had executed said instruments ourselves.

W D Paden
Dagmar Parr Paden

STATE OF KANSAS) ss.
DOUGLAS COUNTY)

BE IT REMEMBERED, That on this 26th day of April A.D. 1941, before me, the undersigned Notary Public in and for the County and State aforesaid, came W. D. Paden and Dagmar Parr Paden, his wife who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

(SEAL) My Commission expires 10/3/44

Arthur S Peck
Notary Public

Recorded April 30, 1941 at 2:25 P.M.

Ward A. Beck Register of Deeds