

MORTGAGE RECORD 85

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 the Mortgagee will keep the improvements now existing or hereafter erected on the mortgaged premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as it may require and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by it and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by the Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the debt secured hereby, all right, title and interest of the Mortgagee in and to any insurance policies then in force shall pass to the purchaser or grantee.

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 four and one-half per centum (4½%) 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. Appraisement 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.

George F. Humphrey
Nina M. Humphrey

STATE OF KANSAS,)
COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this 19th day of May, 1941, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared George F. Humphrey and Nina M. Humphrey, 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 August 19, 1943

Geo. D. Walter
Notary Public.

Recorded May 21, 1941 at 1:00 P.M.

Harold A. Beck

Register of Deeds.

Receiving No. 11936

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, We hereby sell, transfer and assign to The RFC Mortgage Company without recourse in any event, all our right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by George F. Humphrey and Nina M. Humphrey, his wife to The Lawrence National Bank, Lawrence, Kansas, which mortgage is recorded in Book 86 of Mortgages, Page 587, in the office of the Register of Deeds in Douglas County, Kansas.

In Witness Whereof, we have hereunto set our hands this 21st day of May 1941

Attest:

Geo W Kuhnne
Cashier.

(CORP. SEAL)

THE LAWRENCE NATIONAL BANK, LAWRENCE, KANSAS
By Geo D Walter

Vice-President

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss

BE IT REMEMBERED, That on this 21st day of May, 1941, before me the undersigned, a Notary Public, in and for the County and State aforesaid, came Geo. D. Walter, Vice-President of the Lawrence National Bank, Lawrence, Kansas, a Corporation duly organized, incorporated and existing under and by virtue of the laws of the United States of America, and Geo. W. Kuhnne, Cashier of said Corporation, who are personally known to me to be such officers and who are personally known to me to be the persons who executed, as such officer, the within instrument of writing on behalf of such Corporation and such persons duly acknowledged the execution of the same to be the act and deed of said Corporation.

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

(SEAL) My Commission Expires: April 25, 1943

W A Schaal
Notary Public.

Recorded May 21, 1941 at 4:45 P.M.

Harold A. Beck

Register of Deeds