

DOUGLAS COUNTY

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 Mortgagor 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 Mortgagor, 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 Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

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 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) has hereunto set her hand(s) and seal(s) the day and year first above written.

Jessie Louise Epperly

STATE OF KANSAS,)
COUNTY OF Douglas) ss:

BE IT REMEMBERED, that on this 1st day of August, 1941, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Jessie Louise Epperly a single woman, 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.

Geo D Walter

Notary Public.

(SEAL) My Commission expires August 19, 1943.

Recorded August 6, 1941 at 11:55 A.M.

Harold A. Beck

Register of Deeds

Receiving No. 12378

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, I hereby sell, transfer and assign to The First National Bank, Lawrence, Kansas, all My right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by J. C. McElhinny and Mary R. McElhinny to Anna C. Olinger, which mortgage is recorded in Book 76 of Mortgages, Page 601, in the office of the Register of Deeds in Douglas County, Kansas.

In Witness Whereof, I have hereunto set My hand this 6th day of August 1941

Anna C Olinger

STATE OF KANSAS,)
Douglas County,) ss.

Be It Remembered, That on this 6th day of August 1941, before me, a Notary Public in and for said County and State, came Anna C. Olinger to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Kelvin Hoover

Notary Public.

(SEAL) My commission expires May 16, 1944

Recorded August 6, 1941 at 4:45 P.M.

Harold A. Beck

Register of Deeds