

MORTGAGE RECORD 88

any amount necessary to make up the deficiency, on or 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 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 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 an 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 (4 1/2%) 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.

Carl V. Van Hoesen
Elnora Van Hoesen

STATE OF KANSAS)
COUNTY OF DOUGLAS) SS.

BE IT REMEMBERED that on this 19th day of June, 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Carl V. Van Hoesen and Elnora Van Hoesen, his wife, to me personally known to be the samepersons who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

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

Pearl Emick
Notary Public

(SEAL) My Commission expires Dec 31, 1944

Recorded June 19, 1942 at 3:20 P.M.

Harold A. Beck Register of Deeds

Receiving No. 15068

Reg. No. 3030
Fees paid \$3.50

EXTENSION AGREEMENT

Lawrence, Kansas, June 4, 1942

The undersigned hereby covenant that they are the legal owners of the premises conveyed to The First Savings Bank of Lawrence, Kansas, by a Mortgage dated June 1 1932 made by L. C. Allen and Lavetta Allen, his wife, and duly recorded in Douglas County, Kansas, Book 76 on page 466, to --- which Mortgage was given to secure the payment of a note of bond for the sum of Two thousand and no/100 DOLLARS, payable June 1, 1935, to The First Savings Bank of Lawrence, Kansas or order, upon which note or bond there remains unpaid the sum of \$1400.00 of principal money; and in consideration of the extension of the time for the payment thereof as follows:

\$100.00	on the first day of December	1942	\$900.00	on the first day of June	1945
\$100.00	on the first day of June	1943	\$	on the first day	19..
\$100.00	on the first day of December	1943	\$	on the first day	19..
\$100.00	on the first day of June	1944	\$	on the first day	19..
\$100.00	on the first day of December	1944	\$	on the first day	19..

hereby agrees to assume said indebtedness and to pay interest upon said principal sum remaining unpaid from time to time, from the day whereon the same, by the terms of said note or bond, becomes due, at the rate of six per cent per annum payable semi-annually, for and during said term of extension; both principal and interest to be paid, when due, at THE FIRST NATIONAL BANK, Lawrence, Kansas; and in case of default in payment of principal or interest, or in case of non-payment of taxes or breach of any of the covenants contained in said Mortgage, it shall be optional with the legal holder or holders of said principal note to declare said principal sum immediately due and payable.

L. C. Allen
Lavetta Allen

Recorded June 20, 1942 at 10:00 A. M.

Harold A. Beck Register of Deeds