

## DOUGLAS COUNTY

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.

9. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within from the date hereof (written statement of any officer of authorized agent of the Federal Housing Administration dated subsequent to the time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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.

Paul B Lawson  
Elizabeth Rupp Lawson

STATE OF KANSAS ) SS;  
COUNTY of Douglas )

BE IT REMEMBERED, that on this 24th day of August 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Paul B. Lawson, and Elizabeth Rupp Lawson 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.

Arthur S. Peck

(SEAL) My Commission expires 10-3-44

Notary Public

Recorded August 24, 1942 at 3:05 P.M.

*Harold A. Beck*

Register of Deeds

Receiving No. 15494

PARTIAL RELEASE

State of Kansas )  
Douglas County ) SS

Know All Men By These Presents, That The Douglas County Building and Loan Association, a Corporation, of the City of Lawrence, in Douglas County, Kansas, hereby certifies that a certain mortgage dated February 24, 1942 made and executed by William Frowe and his wife, Mildred J. Frowe in favor of The Douglas County Building and Loan Association and recorded in the office of the Register of Deeds of Douglas County, Kansas, in Book 87 at Page 235, is as to the South 65 feet of the West 131.2 feet of Lot No. Eight (8) in Block No. Four (4) in that part of the City of Lawrence, known as South Lawrence in Douglas County, Kansas, fully paid, satisfied, released and discharged.

Dated at Lawrence, Kansas, August 19th, 1942.

THE DOUGLAS COUNTY BUILDING AND LOAN ASSOCIATION  
By Pearl Emick  
Secretary

(CORP. SEAL)  
State of Kansas )  
Douglas County ) SS.

Be it remembered that on the 19th day of August, 1942, before me, a Notary Public in and for Douglas County, Kansas, came Pearl Emick, Secretary of The Douglas County Building and Loan Association, a corporation duly organized and existing under and by virtue of the laws of the State of Kansas, and duly acknowledged the execution of the within instrument of writing as the act and deed of said corporation.

In Testimony Whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

(SEAL) My commission expires January 13, 1944.

John C Emick  
Notary Public

Recorded August 27, 1942 at 3:35 P.M.

*Harold A. Beck*

Register of Deeds

Receiving No. 15495

MORTGAGE

Reg. No. 3112  
Fee Paid \$27.50

THIS INDENTURE, Made this 25th day of August, 1942, between Addie U Penny and M. N. Penny, her husband, of Douglas County, State of Kansas, parties of the first part, mortgagors, and THE PIONEER MORTGAGE COMPANY, a corporation organized under the laws of Kansas of Topeka, State of Kansas, party of the second part, mortgagee:

WITNESSETH, That said parties of the first part, for and in consideration of the sum of ELEVEN THOUSAND AND NO/100--DOLLARS, to them in hand paid by the party of the second part, the receipt of which is hereby acknowledged, do by these presents grant, bargain, sell, convey and mortgage unto the said party of the second part its successors and assigns forever, all the following described real estate, situated in Douglas County, State of Kansas, to wit:

Lots Forty-one (41) Forty-three (43) Forty-five (45) and Forty-seven (47) on Tennessee Street in the City of Lawrence, Kansas.