

DOUGLAS COUNTY

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 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 eight (8) months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the eight (8) months' 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.

Arnold G. Ransdell
Edythe B. Ransdell

STATE OF KANSAS,)
COUNTY OF DOUGLAS,) SS:

BE IT REMEMBERED, that on this 3rd day of September, 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Arnold G. Ransdell and Edythe B. Ransdell, 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.

Geo. D. Walter
Notary Public.

(SEAL) My Commission Expires Aug. 19, 1943

Recorded September 5, 1942 at 10:40 A. M.

Harold A. Beck Register of Deeds.

Receiving No. 15580

MORTGAGE

Reg. No. 3128
Fee Paid \$6.75

THIS INDENTURE, Made this 8th day of September, A. D. 1942 between Jacob Henry Montfort and Bessie F. Montfort, his wife of the County of Douglas and State of Kansas, parties of the first part, and The Richland State Bank, Richland, Kansas. of the County of Shawnee and State of Kansas party of the second part,

WITNESSETH, That the said parties of the first part in consideration of the sum of Two Thousand Seven hundred fifty and no/100--Dollars, the receipt whereof is hereby acknowledged, does by these presents GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to wit:

Lot numbered thirty (30) in Lindley addition, to the City of Lawrence, Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the emblements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever. And the said parties of the first part does hereby covenant and agree, that at the delivery hereof they lawfully seized in their own right of an estate in fee simple of and in all and singular the above described premises, with the appurtenances; that they have a good right to sell and convey the same; that said premises are free and clear of all incumbrances whatsoever and that they will forever WARRANT and DEFEND the title to said premises unto the said party of the second part, its successors and assigns, against the claims and demands of all persons whomsoever.

PROVIDED, ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to-wit:

SAID parties of the first part, to secure the repayment of the principal and interest of a loan of the principal sum of Two Thousand Seven hundred fifty and no/100 Dollars, made to them by said party of the second part, have executed and delivered to said party of the second part one certain First Mortgage, Real Estate numbered, dated the 8th day of September 1942 payable to the order of said party of the second part three years after date, with interest thereon from date until due, at the rate of six per cent. per annum, payable semi-annually, according to the tenor of interest coupons thereto attached, and bearing even date therewith; both principal and interest payable at The Richland State Bank, Richland, Kansas. and to immediately become due at the option of the legal holder thereof, without notice, upon default in the payment of any interest coupon or any part thereof, or failure to comply with any of the conditions or agreements contained in this mortgage.

SAID parties of the first part agrees to pay all taxes and assessments levied upon or assessed against said premises or any part thereof when the same are due and payable, and all taxes and assessments which may be levied upon the holder of this mortgage for or on account of the same.

SAID parties of the first part agrees to keep the buildings erected and to be erected on said premises or any part thereof insured in some insurance company that is satisfactory to the holder of said Bond, in the sum of at least two-thirds of the value thereof, and cause the policy for such insurance to be assigned and delivered to the holder of said Bond, to be held as collateral security thereto.

SAID parties of the first part agrees to keep all buildings, fences and other improvements on said premises in as good repair and condition as they now are and to abstain from the commission of waste on said premises or any part thereof.

NOW, if said parties of the first part shall pay said sums of money in said Bond and interest coupons mentioned, and every part thereof, at maturity, according to the terms of said Bond and interest coupons, and to the person lawfully entitled to receive the same, and shall fully perform and comply with each and every of the conditions and agreements herein contained, then this conveyance shall be void; but in case of default in the payment of said sums of money, or either of them, or any part thereof, at maturity, or failure to perform or

Know All Men By These Presents: That the undersigned, the owners of the foregoing mortgage, have hereby voluntarily and lawfully conveyed and assigned unto the mortgagee and hereby selling, assigning and conveying said mortgage and all the right, title and interest therein, unto the said party of the second part, its successors and assigns, all the following described Real Estate, situated in the County of Douglas and State of Kansas, to wit: