

MORTGAGE RECORD 88

ing 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. Appraisal 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.

(CORP. SEAL)

HAPPY HOMES, INC.

Leo F. Brady
President
Mildred Taylor Brady
Secretary

STATE OF KANSAS, SHAWNEE COUNTY, ss

BE IT REMEMBERED, That on this 4 day of November A.D., 1942, before me, the undersigned, a Notary Public in and for the county and State aforesaid, came Leo F. Brady, President of Happy Homes, Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of United States and Mildred Taylor Brady, Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said 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 Notarial Seal the day and year last above mentioned.

(SEAL) Term Expires April 7, 1945

Helen Myers
Notary Public

Recorded November 6, 1942, at 10:45 A.M.

Harold A. Beck
Register of Deeds

Receiving No. 16232

Reg. No. 3245
Fee paid \$8.75

EXTENSION AGREEMENT

Whereas, HUBERT M. LEUF, a single man, executed and delivered to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a certain note secured by a mortgage upon real property situated in Douglas County, Kansas, dated March 3, 1936, which said mortgage was recorded in said County on March 4, 1936, Volume 79 of mortgages, on page 471 and which said note and mortgage are now owned and held by The Prudential Insurance Company of America, and

Whereas, The said note has matured, or will mature on March 7, 1943, either in accordance with its terms or by virtue of the terms of a previous extension, and

Whereas, title to the mortgaged premises is now vested in HUBERT M. LEUF, a single man, owner, subject to said mortgage, and

Whereas, the said Insurance Company has been requested to extend the time of payment of the indebtedness represented by the aforesaid note upon the terms hereinafter set forth, which it has agreed to do in consideration of the agreement herein contained on the part of the signers hereof, provided the said mortgage loan is not in default in any respect as of the aforesaid date of maturity, and provided that the principal amount remaining unpaid on that date shall be no greater than the sum of THREE THOUSAND FIVE HUNDRED & No/100 DOLLARS-, which provisions shall be conditions of this agreement,

Now, Therefore, the undersigned hereby jointly and severally promise and agree to pay the said principal sum of THREE THOUSAND FIVE HUNDRED & No/100 DOLLARS as follows: \$3,500.00 due and payable on September 7, 1949 with interest thereon from September 7, 1942, to September 7, 1949, or until default, at the rate of four and one half (4½%) per annum, payable - - semi-annually; March 7th and September 7th each year and with interest after maturity or after default in the payment of principal or interest, as set forth in said note, if such interest

Handwritten note: The debt secured by this mortgage has been paid in full, and the Register of Deeds is hereby notified to cancel this mortgage. (Copied) Capital City Building, Shawnee, Kansas, January 1945

Handwritten note: This release was written on the original mortgage. This is a copy of the original. Signed: Harold A. Beck, Register of Deeds. Barbara Leiber, Secretary.