

DOUGLAS COUNTY

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) month's 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 12 day of December, 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 Sept 8, 1945.

J. Hugo Nelson Notary Public

Recorded December 17, 1942 at 8:50 A. M.

Harold A. Beck

Register of Deeds

Receiving No. 16499

MORTGAGE

Reg. No. 3284

Fee Paid \$18.50

THIS INDENTURE, Made this 11th day of December, 1942, by and between HAPPY HOMES INC. of 6729 Rockhill Road, Kansas City, Mo. Mortgagor, and CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION a corporation organized and existing under the laws of United States, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Seventy-four Hundred Dollars (\$7400.00) the receipt of which is hereby acknowledged does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the county of Douglas State of Kansas, to wit:

Part of "Reserve" in Lane's First Addition to the City of Lawrence, Douglas County, Kansas described as follows: Beginning at the SE corner of the Block bounded on the West by Illinois Street, on the South by 8th Street and on the East by Mississippi Street, said point being the NW corner of 8th and Mississippi Streets; thence North 76' 6"; thence West at right angles 76'; thence North at right angles 27'; thence West at right angles 20'; thence South at right angles 27'; thence East at right angles 7'; thence South at right angles 76' 6" to the North line of 8th Street; thence East 89' to the place of beginning.

Also an easement over the East 7' 3" of the East 72' of the West 161' of the South 103' 6" of said Block for ingress and egress to and from the above described property.

Also an easement over, through and under the North part of the East 72' of the West 161' of the South 150' of said Block for the construction, repair and maintenance of sewer connections.

Subject to driveway easement over the West 7' 3" of the first above described Tract for ingress and egress to and from the property West of and adjoining said Tract.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awning, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or up on the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Seventy-four Hundred Dollars (\$7400.00) as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of four and one-half per centum (4½%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of Capitol Federal Savings and Loan Association in Topeka, Kansas, at such other place as the holder of the note may designate in writing, in monthly installments of Forty-one and 14/100 Dollars (\$41.14), commencing on the first day of July 1943, and on the first day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest if not sooner paid shall be due and payable on the first day of June, 1968.

The Mortgagor covenants and agrees as follows:

The debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it of record.

Capitol Federal Savings and Loan Association
By: J. Hugo Nelson, Secretary
Topeka, Kansas, January 25, 1943

(Corp. Seal)

This Release was written on the original Mortgage entered this 2nd day of Jan 1943
Harold A. Beck
Reg. of Deeds