

DOUGLAS COUNTY

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 8:55 A. M.

Register of Deeds

Receiving No. 16500

M O R T G A G E

Reg. No. 3285
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 a point on the South line 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 on the North line of 8th Street 89 feet East of the East line of Illinois; thence North at right angles 76' 6" thence East at right angles 7'; thence North at right angles 27', thence East at right angles 58'; 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 72 feet to the place of beginning.

Also driveway easements over the East 7' 3" of the West 89' of the South 103' 6" and the West 7' 3" of the East 89 feet of the South 103' 6" of said Block for ingress and egress to and from above described property.

Also easement over, through and under the North 46' 6" of the South 150' of said Block for construction repair and maintenance of sewer connections with the City sewer main located through the North and South center of said 46' 6".

Subject to Driveway easements over the East 7' 3" and the West 7' 3" of the first above described property for ingress and egress to and from the properties East of and West of an adjoining.

Subject to easement over the North part of the first above described property for construction, repair and maintenance of sewer connections serving the properties East and West of and adjoining said property.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto, 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, awnings, 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 upon 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, or as 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:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Grantee an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the Grantee upon its obligation to the Federal Housing Commissioner on account of Mortgage insurance.

2. That together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee until the said note is fully paid, the following sums:

(a) If this mortgage and the note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI of the National Housing Act, as amended, and regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

(b) A sum equal to the ground rents if any and the taxes and special assessments next due on the

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

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

(Chg. Sec.)

This Release was written on the original Mortgage entered this 27th day of January 1943.

W. A. Nelson
Reg. of Deeds