

## DOUGLAS COUNTY

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 or 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.

Raymond T Wright  
Betty A Wright

STATE OF KANSAS, )  
COUNTY OF Douglas ) SS:

BE IT REMEMBERED, that on this 5th day of January, 1943, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, personally appeared Raymond T Wright & Betty A Wright, 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.

(SEAL) My Commission expires June 26, 1943

C. B. Hosford  
Notary Public

Recorded January 8th 1943 at 1:25 P.M.

*Harold A. Beck*

Register of Deeds

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Receiving No. 16663 <

(The following is endorsed on the original Mortgage recorded in Book 84 page 39)

ASSIGNMENT

For value Received, the undersigned owner of the within mortgage, does hereby assign and transfer the same to Walter A. Schaal

Newton H Schaal

STATE OF COLORADO )  
COUNTY OF EL PASO ) SS.

Be It Remembered, that on this 22nd day of June A. D. 1939 before me, the undersigned, a Notary Public in and for said County and State, came Newton H. Schaal the mortgagee named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage, and such person duly acknowledged the execution of said assignment.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

Stanford W Goss

(SEAL) My Commission Expires June 7, 1942

Notary Public

Recorded January 18, 1943 at 4:30 P.M.

*Harold A. Beck*

Register of Deeds

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Receiving No. 16683 <

FIRST MORTGAGE

Reg. No. 3307  
Fee Paid \$6.25

KNOW ALL MEN BY THESE PRESENTS:

That L. E. Andersons sometimes known as Laurel E. Anderson and Mervyn Agnew Anderson, his wife, parties of the first part, hereinafter called the first party, have mortgaged and hereby mortgage, convey and warrant to the Business Men's Assurance Company of America, a corporation having its principal office in Kansas City, Missouri, party of the second part, hereinafter called the second party, and to its successors and assigns, the following described real estate in the County of Douglas in the State of Kansas, to-wit:

Lots Nos. One (1) and Two (2) in Block No. Five (5) in University Place, an Addition to the City of Lawrence, in Douglas County, Kansas.

Together with all the improvements now or hereafter situated thereon and the appurtenances thereunto belonging including all heating lighting, refrigerating and water supply apparatus, window screens, shades, awnings and fixtures appertaining thereto.

This mortgage is given as security for the performance of the covenants and agreements herein, and to secure said Business Men's Assurance Company of America, its successors and assigns, the payment of the sum of Two Thousand Five Hundred Dollars, (\$2,500.00), with interest thereon, due and payable according to the terms of a note of even date herewith, with interest payable monthly, payable at the office of Business Men's Assurance Company of America in Kansas City, Missouri, and all bearing interest at the rate of ten per cent per annum after maturity until paid.

The First Party hereby covenants and agrees:

That they are lawfully seized in fee simple of the real estate hereby conveyed, and that they have a good right to sell and convey the same as aforesaid, that the said real estate is free and clear of all encumbrances and that they will warrant and defend the same unto the said second party, its successors and assigns, against all lawful claims and demands;

That they will pay said note hereby secured and interest thereon as the same shall become due and payable.

To neither commit nor suffer waste;

To pay all taxes and assessments levied upon said real estate, or upon the lien hereby created, by virtue of any law of the State of Kansas, to whomsoever assessed, before same shall have become delinquent;

To keep the buildings erected and to be erected upon said premises insured against loss by fire and tornado, to the amount of Two Thousand Five Hundred Dollars for the benefit of the second party, its successors and assigns, in an insurance company or companies acceptable to it, and to deliver said insurance policies and renewal receipts to the said second party; and

Upon failure to comply with any or either of these conditions, covenants and agreements, it is agreed that the owner of the mortgage may pay the said taxes, or assessments, or the cost of such insurance, and the amount so paid shall bear interest at the rate of ten per cent per annum from the date of payment; and said sum or sums so paid shall be immediately due and payable, and shall be an additional lien upon said real estate, and be secured by this mortgage, and may be collected in the same manner as the principal debt hereby secured.

The said First Party, as further and additional security for the payment of the debt hereinbefore described, assign to the Business Men's Assurance Company of America, its successors and assigns, all right, title and