

DOUGLAS COUNTY

all payments made under the provision of (a) of paragraph 2 hereof, which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining the funds accumulated under (b) of paragraph 2 proceeding, as a credit against the amount of principal then remaining 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 Mortgagee 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 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 Mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to 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 Mortgagee in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That if the Mortgagee 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 ($4\frac{1}{2}\%$) 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 Mortgagee 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 Mortgagee 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 Mortgagee(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 20 day of January A.D. 1943 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 on the day and year last above mentioned.

(SEAL) My Commission expires April 7, 1945

Helen Myers

Notary Public

Recorded January 27, 1943 at 9:02 A. M.

Harold A. Beck Register of Deeds

Receiving No. 16704

M O R T G A G E

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

WITNESSETH, That the Mortgagee, for and in consideration of the sum of Sixty-five Hundred Dollars (\$6500.00) 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 East line of the Block bounded on the West by Illinois Street, on the South by Eighth Street, and on the East by Mississippi Street, said point being 76.5 feet North of the Northwest corner of Eighth and Illinois Streets; thence West parallel with Eighth Street 76 feet; thence North parallel with Mississippi Street 27 feet; thence West parallel with Eighth Street 49.1 feet to the center of said Block; thence North parallel with Mississippi Street 46.5 feet; thence East parallel with Eighth Street 125.1 feet to the East line of said Block; thence South along East line 73.5 feet to point of beginning.

Subject to an easement over the West end of said tract for the construction, repair and maintenance of sewer connections with properties South and adjoining.

This Mortgage is recorded to correct the legal description in mortgage dated December 11, 1942, and recorded December 17, 1942 in Volume 88 on Page 370 of the Mortgage records of Douglas County, Kansas on which a Registration Fee of \$16.25 has been paid.