

## DOUGLAS COUNTY

reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In the event of foreclosure of this mortgage or other transfer of title to the Mortgage 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. Appraisement 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 sum 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 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 officer, 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 9:03 A. M.

*Harold A. Beck* Register of Deeds

Receiving No. 16705

## 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. Mortgagor, and CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the 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 Southwest corner 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 the Northeast corner of Eighth and Illinois Streets, thence North along the West line of said Block 76.5 feet; thence East parallel with Eighth Street 76 feet; thence North parallel with Illinois Street 27 feet; thence East parallel with Eighth Street 20 feet; thence South parallel with Illinois Street 27 feet; thence West parallel with Eighth Street 7 feet, thence South parallel with Illinois Street 76.5 feet to the North line of Eighth Street; thence West along the North line of Eighth Street 89 feet to the point of beginning.

Also an easement over the West 7.25 feet of the East 72 feet of the West 161 feet of the South 102.5 feet of

----- said Block for Driveway for ingress and egress to and from the above property.

Also an easement over, across and under the North part of the East 72 feet of the West 161 feet of the South 150 feet of said "Block for the construction, repair and maintenance of sewer connections. Subject to an easement over the East 7.25 feet of the first above described tract for driveway for ingress and egress to and from the property East 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 374 of the Mortgage records of Douglas County, Kansas on which a Registration Fee of \$18.50 has been paid.

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 lights 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 at such other place as the holder of the note may designate in writing