

DOUGLAS COUNTY

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 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 Meyers
Notary Public

Recorded January 27, 1943 at 9:04 A. M.

Harold A. Beck
Register of Deeds

Receiving No. 16706

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 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 Southeast 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 Northwest corner of Eighth and Mississippi Streets; thence North along the East line of said Block 76.5 feet; thence West parallel with Eighth Street 76 feet; thence North parallel with Mississippi Street 27 feet; thence West parallel with Eighth Street 20 feet; thence South parallel with Mississippi Street 27 feet; thence East parallel with Eighth Street 7 feet; thence South parallel with Mississippi Street 76.5 feet to the North line of Eighth Street; thence East along the North line of Eighth Street 89 feet to point of Beginning.

Also an easement over the East 7.25 feet of the East 72 feet of the West 161 feet of the South 103.5 feet of said Block for driveway for ingress and egress to and from above described property.

Also an easement over, through and under the North part of the East 72 feet of the West 161 feet of the South 160 feet of said Block for the construction, repair and maintenance of sewer connections.

Subject to driveway easement over the West 7.25 feet of the first above described tract for ingress and egress to and from the property West of and adjoining said tract.

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 376 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 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 of 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 demand 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, 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, 1948.

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 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.