

DOUGLAS COUNTY

as the case may be, such excess shall be credited by the Mortgagee on subsequent payments of the same nature to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall be sufficient to pay ground rents, taxes and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 2 hereof, which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, 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 in the funds accumulated under (b) of paragraph 2 preceding 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 if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises.

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 five per centum (5%) 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. Appraisal is hereby waived. 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) has hereunto set his hand(s) and seal(s) the day and year first above written.

Edward R Liese

STATE OF KANSAS)
COUNTY OF DOUGLAS) SS.

BE IT REMEMBERED, that on this 29th day of January, 1943, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Edward A. Liese, an unmarried man, 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.

John C. Mick

Notary Public

(SEAL) My Commission expires January 13th, 1944

Recorded February 1, 1943 at 9:20 A. M.

Register of Deeds

Receiving No. 16752

RELEASE

KNOW ALL MEN BY THESE PRESENTS, that the Business Men's Assurance Company of America, a corporation, hereby acknowledges satisfaction in full of the mortgage dated May 3, 1940, made by L. E. Anderson and Mervyn Agnew Anderson, husband and wife, to The Liberty Life Insurance Company and assigned to Business Men's Assurance Company of America by assignment dated July 30, 1941, recorded in Book 88, at page 69 of the records of Douglas County, Kansas, covering the following described property, to-wit:

Lots 1 and 2, Block 5, in UNIVERSITY PLACE, an addition to the City of Lawrence, Kansas.

which mortgage is recorded in Book 85, at Page 279, in the office of the register of deeds in said county to secure a note of even date for Six Thousand Three Hundred Dollars, which note has been fully paid to the undersigned, the owner and holder of said note.

IN WITNESS WHEREOF, the Business Men's Assurance Company of America has caused its name to be hereunto subscribed and its seal to be hereunto affixed this 29th day of January, 1943.

BUSINESS MEN'S ASSURANCE COMPANY OF AMERICA

By Louis L. Graham

Vice-President

(CORP. SEAL) //

ATTEST: M. C. McKey

Assistant Secretary

STATE OF MISSOURI)

COUNTY OF JACKSON) SS.

On this, the 29 day of January, 1943, before me, Ruth Kile Mitchell, a Notary Public within and for Jackson County, Missouri, personally appeared Louis L. Graham, vice president of the Business Men's Assurance Company of America, personally known to me to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same to be the act of the corporation and on behalf of said corporation duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 29 day of January, 1943.

Ruth Kile Mitchell

Notary Public

(SEAL) My Commission Expires April 14, 1946

Recorded February 3, 1943 at 10:30 A. M.

Register of Deeds