MORTGAGE RECORD 88

Receiving No. 16753

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 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 Souh by Eighth Street and on the East by Mississippi Street, said point being 76.5 feet North of the Northwest corner of Eighth and Mississippi 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 the 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.

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 onthe said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon thesaid 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 Sixty-five Hundred Dollars ($6500.00) 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 Thirty-six and 14/100 Dollars ($36.14) 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, 1968.

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 an 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.

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee until the saidnote is fully paid, the following sums:

(a) If this mortgage and the note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI of the National Housing Act, as amended, and Regulationsthereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgage has not become obligated to pay to the Federal Housing Commissioner.

(b) A sum equal to the ground rents if any and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments before the same become delinquent.

(c) All payments mentioned in the two preceding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor, each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner.
(II) ground rents, if any, taxes, assessments, fire and other hazard insurance premiums;
(III) interest on the note secured hereby; and
(IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall , unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dollar ($1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments made by the Mortgagor under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes and assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsdquent 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 not 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,

Satisfaction
This instrument is hereby satisfied and released of record
(Original)
Capitol Federal Savings and Loan Association
Topeka, Kansas
By B. Grant Vice President
December 21, 1949

This release was written on the original mortgage entered this 23rd day of November 1949
Harold A. Beck
Reg. of Deeds
Dorothy H. Black
Deputy