

## DOUGLAS COUNTY

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 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 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 the Mortgagor 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 and 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 Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and 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 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 therefrom, 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 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 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 Myers  
Notary Public

Recorded February 3, 1943 at 10:40 A. M.

*Harold A. Beck* Register of Deeds

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Receiving No. 16761

## MORTGAGE RELEASE

Know all Men by these Presents, That in consideration of full payment of the debt secured by a mortgage by Virginia Mc Call to State Bank of Leecompton, Leecompton, Kansas dated the 10th day of May, A.D. 1928, which is recorded in Book 74 of Mortgages, page 326, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 27th day of January A. D. 1943.

(CORP. SEAL)

STATE OF KANSAS, Douglas County, ) SS.

Be it remembered, That on this 5th day of February A. D. 1943 before me, W. E. Decker, a Notary Public in and for said County and State, came Geo. F. Bahmaier, Ass't. Cashier, State Bank of Leecompton, Leecompton, Kansas to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) My Commission Expires Feb. 25, 1946

W. E. Decker Notary Public

Recorded February 5, 1943 at 1:40 P.M.

*Harold A. Beck* Register of Deeds

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