

## MORTGAGE RECORD 88

STATE OF KANSAS )  
Franklin County ) SS.

Be it Remembered, That on this 26th day of December A.D. 1942 before me, Judge of the Probate Court in and for said County and State, came Curtis Newcomer, executor of the last will and testament of James Oshel and of the estate of said decedent 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.

(OFFICIAL SEAL)

Clive H. Owen  
Probate Judge

Recorded May 6, 1943 at 4:00 P.M.

Register of Deeds

Receiving No. 17398

MORTGAGE

Reg. No. 3414

Fee Paid \$15.75

THIS DINDENTURE, Made this 29th day of April, 1943, 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-Three Hundred Dollars (\$6300.00) 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:

Beginning at a point 32 feet North of the Southwest corner of Lot 13, Block 4, South Lawrence, an Addition to the City of Lawrence, Douglas County, Kansas; thence North along the West lines of Lots 13 and 14, 63 feet; thence East 145 feet; thence North 5 feet; thence East 15 feet; thence South 100 feet to the South line of Lot 13; thence West 15 feet; thence North 32 feet; thence West 145 feet to the point of beginning. Subject to an easement over, through and under the South 32 feet of the West 15 feet of the East 145 feet of Lot 13, Block 4, South Lawrence, an Addition to the City of Lawrence, Douglas County, Kansas, for the construction, repair and maintenance of sewer connections.

Also an easement over, through and under the West 15 feet of the South 25 feet of the East 145 feet of Lot 14, and the West 15 feet of the North 25 feet of the East 145 feet of Lot 13 of said Block for the construction, maintenance and repair of sewer connections.

Also an easement over, through and under the West 15 feet of the North 18 feet of the South 50 feet of the East 145 feet of Lot 13 in said Block for the construction, repair and maintenance of sewer connections.

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, mantels, 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 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 demand of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Sixty-three Hundred Dollars (\$6300.00) 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, at such other place as the holder of the note may designate in writing, in monthly installments of Thirty-five and 03/100 Dollars (\$35.03) commencing on the first day of October, 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 September, 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 any 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 this note secured hereby, the Mortgagor will pay to the Mortgagee until the said note 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 Regulations thereunder. 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 Mortgagee 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 the 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: