

VA Form 4-4216 (Home Loan)  
September 1949. Use Optional  
Servicemen's Readjustment Act  
(38 U.S.C.A. 694 (a)). Accept-  
able to RFC Mortgage Co.

KANSAS

# MORTGAGE 19706 BOO<sup>th</sup> 104

THIS INDENTURE, Made this 11th day of July, 1953, by and between  
JAMES E. WILLIAMS and JUNE MARIE WILLIAMS, husband and wife  
of Lawrence, Kansas, Mortgagee, and

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation organized and existing  
under the laws of New Jersey, Mortgagee:

WITNESSETH, That the Mortgagee, for and in consideration of the sum of FIFTEEN THOUSAND ONE  
HUNDRED & NO/100 ----- Dollars (\$ 15,100.00 ), 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 property, situated in the county of Douglas,  
State of Kansas, to wit:

LOT NINE (9) IN BLOCK FIVE (5) IN PARK HILL ADDITION,  
AN ADDITION TO THE CITY OF LAWRENCE, IN DOUGLAS COUNTY,  
KANSAS.

together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues  
and profits thereof (provided, however, that the Mortgagee shall be entitled to collect and retain the said  
rents, issues, and profits until default hereunder) and all fixtures now or hereafter attached to or used  
in connection with the premises herein described and in addition thereto the following household appli-  
ances, which are, and shall be deemed to be, fixtures and a part of the realty, and are a portion of the  
security of the indebtedness herein mentioned:

To HAVE AND TO HOLD the above described property unto the Mortgagee, forever.

Mortgagee covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby  
conveyed (or has such other estate as is stated hereinbefore), that he has good right to sell and convey  
the same, as aforesaid, and that he will warrant and defend the aforesaid title thereto against the claims  
and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum aforesaid as evidenced by a cer-  
tain promissory note of even date herewith, the terms of which are incorporated herein by reference,  
payable with interest at the rate of four & one-half per centum (4½%) per annum on the unpaid  
balance until paid, principal and interest to be paid at the office of THE PRUDENTIAL INSURANCE  
COMPANY OF AMERICA in Newark, New Jersey  
or at such other place as the holder of the note may designate in writing delivered or mailed to the Mort-  
gagor, in monthly installments of EIGHTY-THREE & 96/100 ----- Dollars (\$ 83.96 ),  
commencing on the first day of August, 1953, and continuing on the first day of each month  
thereafter, until said note is fully paid, except that, if not sooner paid, the final payment of principal and  
interest shall be due and payable on the first day of July, 1958.

The Mortgagee covenants as follows:

1. 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 prepay at any time, without  
premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or  
one hundred dollars (\$100.00), whichever is less.

2. Together with, and in addition to, the monthly payments of principal and interest payable under  
the terms of the note secured hereby, the Mortgagee will pay to the Mortgagee until the said note is fully  
paid:

(a) 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  
for fire and other hazard insurance on the premises covered hereby, (all as estimated  
by the Mortgagee, and of which the Mortgagee is notified), 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.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and those payable on the  
note secured hereby, shall be paid in a single payment each month, to be applied to the follow-  
ing items in the order stated:

- (i) ground rents, if any, taxes, assessments, fire and other hazard insurance premiums;
- (ii) interest on the note secured hereby; and
- (iii) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by  
the Mortgagee 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 an amount  
equal to four per centum (4%) of any installment which is not paid within fifteen (15) days  
of the due date thereof; but in no event shall this or other provisions be construed so as to  
authorize collection of any sum in excess of that permitted by law.

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3. If the total of the payments made by the Mortgagee under (a) 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 on subsequent payments to be  
made by the Mortgagee for such items. If, however, such monthly payments shall not be sufficient to pay  
such items when the same shall become due and payable, then the Mortgagee shall pay to the Mortgagee  
any amount necessary to make up the deficiency within thirty (30) days after written notice from the  
Mortgagee stating the amount of the deficiency, which notice may be given by mail. If at any time the  
Mortgagee 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 in computing the amount of  
such indebtedness, shall credit to the account of the Mortgagee any credit balance remaining under the  
provisions of (a) 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 prop-  
erty otherwise after default, the Mortgagee shall apply, at the time of the commencement of such pro-  
ceedings, or at the time the property is otherwise acquired, any credit balance accumulated under (a)  
of paragraph 2 on the interest accrued and unpaid and the balance to the principal then remaining unpaid  
on said note.

4. He will pay all ground rents, taxes, assessments, water rates, and other governmental or municipal  
charges, fines, or impositions, levied upon said premises except when payment for all such items has there-  
fore been made under (a) of paragraph 2 hereof, and he will promptly deliver the official receipts there-  
for to the Mortgagee. In default thereof the Mortgagee may pay the same.

5. He shall not commit or permit waste; and shall maintain the property in as good condition as at  
present, reasonable wear and tear excepted. Upon any failure so to maintain, Mortgagee, at its option,  
may cause reasonable maintenance work to be performed at the cost of Mortgagee. Any amounts paid  
therefor by Mortgagee shall bear interest at four per centum (4%) per annum, shall thereupon become  
a part of the indebtedness secured by this instrument, ratably and on a parity with all other indebtedness  
secured hereby, and shall be payable thirty (30) days after demand.

6. He will continuously maintain hazard insurance, of such type or types and amounts as Mortgagee  
may from time to time require, on the improvements now or hereafter on said premises, and except when  
payment for all such premiums has therefore been made under (a) of paragraph 2 hereof, he will  
promptly pay when due any premiums therefor. Upon default thereof, Mortgagee may pay the same.  
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 accept-  
able 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 Mortgagee, and each insurance company concerned is  
hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to  
the Mortgagee and the Mortgagee jointly. 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 res-  
toration 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 Mortgagee in and to any insurance policies then in force shall pass to the purchaser or  
grantee.

7. Upon the request of the Mortgagee the Mortgagee shall execute and deliver a supplemental note  
or notes for the sum or sums advanced by the Mortgagee for the alteration, modernization, or improve-  
ment at Mortgagee's request, or for maintenance of said premises, for taxes or assessments against the  
same and for any other purpose elsewhere authorized hereunder. Said note or notes shall be secured  
hereby on a parity with and as fully as if the advance evidenced thereby were included in the note first  
described above. Said supplemental note or notes shall bear interest at four per centum (4%) per annum  
and shall be payable in approximately equal monthly payments for such period as may be agreed upon  
by the Mortgagee and Mortgagee. Failing to agree on the maturity, the whole of the sum or sums so  
advanced shall be due and payable thirty (30) days after demand by the Mortgagee. In no event shall the  
maturity extend beyond the ultimate maturity of the note first described above.