

386
Reg. No. 9562
Fee Paid \$36.25

VA Form 4-414 (Home Loan)
September 1949. Use Optional.
Servicemen's Readjustment Act
(38 U.S.C. 94 (a)). Accept-
able to FIC Mortgage Co.

KANSAS

MORTGAGE 49732 BOOK 104

THIS INDENTURE, Made this 11th day of July, 1953, by and between
REX G. FOUST and FRANCES G. FOUST, his wife
of Lawrence, Kansas, Mortgagor, and

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

, a corporation organized and existing
under the laws of New Jersey, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of FOURTEEN THOUSAND FIVE HUNDRED AND NO/100- - - - - Dollars (\$ 14,500.00), 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:

16-80647-2

Lot 2, less West 20 feet Block 5, Park Hill Addn. Lawrence, Douglas County, Kansas.

together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof (provided, however, that the Mortgagor 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 appliances, 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.

Mortgagor 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 certain 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 ($4\frac{1}{2}\%$) 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 Mortgagor, in monthly installments of EIGHTY AND 62/100- - - - - Dollars (\$80.62), commencing on the first day of August, 19 53, 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, 19 78

The Mortgagor 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 Mortgagor will pay to the Mortgagee until the said note is fully paid: