MV VA Form 4-6314 (Home Loan) September 1949. Use Optional, Servicemen's Readjustment Act (38 U.S.C.A. 694 (a)). Acceptable to RFC Mortgage Co. 49884 воок 104

KANSAS

MORTGAGE

THIS INDENTURE, Made this lst day of August ,1953, by and between JOSEPH S. BEGANDO and VIRGINIA D. BEGANDO, his wife, of Lawrence, Kansas , Mortgagor, and

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

under the laws of

New Jersey

, a corporation organized and existing

, Mortgagee:

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All of Lot 18 and part of Lots 17 and 19, in Block 5 in PARK HILL ADDITION, an Addition to the City of Lawrence, all more particularly described as follows: Commencing at a pin on the front or Northern boundary line of Lot 19, which point is 7.09 feet Northeasterly of the Northwestern corner of said Lot 19; thence in a Southwesterly direction along the chord of the front are marking the Northern boundary line of Lots 19, 18 and 17, Block 5, 80.79 feet to a pin located 5.80 feet Southwesterly direction along a radial line 126.05 feet to a pin located on the rear or Southern boundary line of Lot 17, which is 4.41 feet Southwesterly of the Southeastern corner of said Lot 17; thence in a Northeasterly direction along the rear or Southern boundary line of Lots 17, 18 and 19, 62.86 feet to a pin located 5.50 feet Northeasterly of the Southwestern corner of Lot 19; thence in a Northerly direction 125.73 feet along a radial line to the point of beginning, in 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 and one-halfper centum ($\frac{4\frac{1}{2}}{2}$ %) per annum on the unpaid halance until-paid, principal and interest to be paid at the office of THE PRUDENTIAL INSURANCE

CCMPANY 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 SEVENTY-SEVEN AND 84/100- - Dollars (\$ 77.84), commencing on the first day of September , 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 August ,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.
- 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: