

VA Form 1-4314 (Home Loan)
Adopted 1972. Use optional.
Servicer's Recordment Act
(28 U.S.C.A. § 64 (a)). Ac-
ceptable to Federal National
Mortgage Association.

57930 Book 111

MORTGAGE

THIS INDENTURE, Made this 21st day of October, 1955, by and between
JOHN PERSHING ROBERTS and EUNICE ALLEN ROBERTS, his wife,
of Lawrence, Douglas County, Kansas, Mortgagee, and

THE DAVIS-WELLCOME MORTGAGE COMPANY, a corporation organized and existing
under the laws of Kansas, Mortgagee:

WITNESSETH: That the Mortgagee, for and in consideration of the sum of THIRTEEN THOUSAND
FIVE HUNDRED and no/100ths Dollars (\$ 13,500.00), 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:

The West Twenty-Four (24) feet of Lot Seven (7)
and the East Forty-Seven (47) feet of Lot Eight
(8), All in Block Six (6) of Edmonds Addition to
the City of Lawrence, 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, its successors and assigns.

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 and one-half per centum (4½ %) per annum on the unpaid
balance until paid, principal and interest to be paid at the office of THE DAVIS-WELLCOME
MORTGAGE COMPANY in Topeka, Kansas
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 SIXTY-EIGHT and 45/100ths Dollars (\$ 68.45),
commencing on the first day of December, 1955, 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 November, 1985.

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
on policies of 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. At Mortgagee's option, Mortgagee will pay a "late charge" not exceed-

For Assignment See Bk. 111 Pg 594