

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

- (a) The sum equal to the taxes and any special assessments next due on the premises covered by this mortgage, plus the premium that will next become due and payable on the policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the credit union, and of which the borrower 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 insurance premiums, taxes and assessments will become delinquent, such sums to be held by the credit union in trust to pay said insurance premiums, taxes and special assessments, before the same become delinquent.
- (b) The aggregate of the amounts payable pursuant to sub-paragraph (a) and those payable on the note secured hereby shall be paid in a single payment each month, to be applied to the following items in the order stated:
- (1) Taxes, assessments, fire and other hazard insurance premiums;
 - (2) Interest on the note secured hereby; and
 - (3) Amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payments shall, unless made good by the borrower prior to the due date of the next such payment, constitute an event of default under this mortgage. The credit union may collect a "late charge" not to exceed an amount equal to 4% of any installment which is not paid within fifteen (15) days from the due date hereof, 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.

10. If the total of the payments made by the borrower under (a) of paragraph 9 above shall exceed the amount of payments actually made by the credit union for taxes and assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the borrower 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 borrower shall pay to the credit union any amount necessary to make up the deficiency within thirty (30) days after written notice from the credit union stating the amount of the deficiency, which notice may be given by mail. If at any time the borrower shall tender to the credit union, in accordance with the provisions of the note secured hereby full payment of the entire indebtedness represented thereby, the credit union in computing the amount of such indebtedness shall credit to the account of the borrower any credit balance remaining in the provisions of (a) of paragraph 9 above. 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 credit union acquires the property otherwise after default, the credit union shall apply, at the time the property is otherwise acquired, any credit balance accumulated under (a) of paragraph 9 above on the interest accrued and unpaid and the balance of the principal then remaining unpaid on said note.

11. The borrower will pay all taxes, assessments and all other governmental or municipal charges, fines or impositions levied upon said premises except when the payment for all such items has heretofore been paid under (a) of paragraph 9 above hereof, and he will promptly deliver the receipts therefor to the credit union. In default thereof, the credit union may pay the same.

In the event a proceeding is brought in eminent domain against any of the above described mortgaged property the Borrower hereby assigns and sets over to the Credit Union all proceeds to be applied as provided herein.

Notice of the exercise of any option granted herein to the Credit Union is not required to be given and no failure of the Credit Union to exercise any option to declare matured the debt hereby secured, nor in fact any option hereunder, shall be deemed a waiver of the right to exercise such option at any other time, as to any present, past, or future default hereunder. Whoever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Borrower has hereunto set their hand the day and year first written above.

STATE OF KANSAS

COUNTY OF Shawnee

BE IT REMEMBERED that on this 18th day of March, 1964, before me the undersigned, a Notary Public in and for said county and state, personally appeared Dale Heiserman & Charlotte Heiserman

(Husband and Wife)

who are well known to me to be the same person(s) who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

My Commission expires June 14, 1967

Notary Public

Recorded March 19, 1964 at 1:10 P.M.

RELEASE

The amount secured by this mortgage has been paid in full and the same is hereby discharged and released.

(Corp. Seal)

KANSAS HIGHWAY CREDIT UNION
By M. O. Wray Treas.

Reg. No. 19,380
Fee Paid \$15.00

87381		MORTGAGE BOOK 137	
THIS INDENTURE, Made this <u>25th</u> day of <u>March</u> , 19 <u>64</u> between			
<u>Charles L. Spease and Leona A. Spease, husband and wife</u>			
of <u>Lawrence</u> in the County of <u>Douglas</u> and State of Kansas parties of the first part, and			
THE LAWRENCE BUILDING AND LOAN ASSOCIATION of Lawrence, Kansas, party of the Second Part.			
WITNESSETH, that the said parties of the first part, in consideration of the loan of the sum of			
<u>Six Thousand and no/100</u> DOLLARS			
to <u>them</u> duly paid, the receipt of which is hereby acknowledged, have sold and by this indenture do <u>GRANT</u> ,			
BARGAIN, SELL and MORTGAGE to the said party of the second part, its successors and assigns, the following described real estate situated in the County of			
<u>Douglas</u> and State of Kansas, to-wit:			
Lots Four (4) and Five (5) in Lindley Addition, and the East 58 feet of Lot Five (5) in Block Eight (8) in Haskell Place, in the City of Lawrence, in Douglas County, Kansas.			