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JSDA-FHA Form FHA 427-1 Kans. Rev. 10-25-63) Position 5 \bigcirc REAL ESTATE MORTGAGE FOR KANSAS 5842 (INSURED LOANS TO INDIVIDUALS) BOOK 144 KNOW ALL MEN BY THESE PRESENTS, Dated August 3, 1966_____ WHEREAS, the undersigned Kenneth L. Lawson and Sharon K. Lawson, busband and wife residing in --Douglas --- County, Kansas, whose post office certain promissory note, herein called "the note," dated _August 3_____, 19.66_, for the principal sum of Eight Thousand Three Hundred _____ Dollars (\$ 8, 300.00 _), with interest at the rate of _____ five _____ percent (_5_.%) per annum, executed by Borrower and payable to the order of the Government in installments as specified therein, the final installment being due on August 3, 1991 which note authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower; and WHEREAS, the note evidences a loan to Borrower in the principal amount specified therein, made with the purpose and intention that the Government, at any time, may assign the note and insure the poyment thereof pur-suant to the Consolidated Farmers Home Administration Act of 1961, or Title V of the Housing Act of 1949; and WHEREAS, when payment of the note is insured by the Government, it may be assigned from time to time and each holder of the insured note, in turn, will be the insured lender; and WHEREAS, when payment of the note is insured by the Government, the Government will execute and deliver to the insured lender along with the note an insurance endorsement insuring the payment of the note fully as to principal and interest; and WHEREAS, at all times when payment of the note is insured by the Government, the Government by agree-ment with the insured lender set forth in the insurance endorsement will be entitled to a specified portion of the in-terest payments on the note, to be designated the "annual charge"; and WHEREAS, a condition of the insurance of payment of the note will be that the holder will forego his rights and remedies against Borrower and any others in connection with said loan, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government's request will assign the note to the Government; and WHEREAS, it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured lender, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance endorsement by reason of any default by Borrower: NOW, THEREFORE, in consideration of said loan and (a) at all times when the note is held by the Govern-ment, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, (b) at all times when the note is held by an insured lender, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance endorsement by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agree-ment of Borrower contained herein or in any supplementary agreement. Borrower does hereby mortgage, assign, and warrant to the Government the following property situated in the State of Kansas, County(ies) of Douglas Lot 20 and the North Half of Lot 19, in Block 168, in the City of Eudora. FHA 427-1 Kans, (Rev. 10-25-63)

> Any of the property constructed, improved, or purchased with the loan will be personally occupied and used by borrower and not rented or leased, unless the Government gives written consent otherwise.

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