

## MORTGAGE 17466 BOOK 153

THIS INDENTURE, Made this 11th day of June, 19 69, by and between  
Michael J. Schurer and Patricia A. Schurer, husband and wife  
of Lawrence, Kansas, Mortgagor, and  
The Lawrence Savings Association, Mortgagee,

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

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Fifteen Thousand  
Four Hundred and no/100-----Dollars (\$ 15,400.00 ),  
the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mort-  
gagee, its successors and assigns, forever, the following-described real estate, situated in the County of  
Douglas, State of Kansas, to wit:

Lot Twenty-eight (28), Block Two (2), Edgewood Park Addition  
No. Three (3), an addition to the City of Lawrence, as shown  
by the recorded plat thereof.

The Mortgagors understand and agree that this is a purchase money mortgage.

To HAVE AND TO HOLD the premises described, together with all and singular the tenements, heredita-  
ments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all appa-  
ratus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures,  
elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at  
present contained or hereafter placed in the buildings now or hereafter standing on the said real estate,  
and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or  
attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the  
purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to  
the present or future use or improvement of the said real estate, whether such apparatus, machinery,  
fixtures or chattels have or would become part of the said real estate by such attachment thereto, or  
not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and form-  
ing a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest  
of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises  
hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will war-  
rant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Fifteen Thousand  
Four Hundred and no/100-----Dollars (\$ 15,400.00 ),  
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 Seven and one-half per centum  
( 7 1/2 %) per annum on the unpaid balance until paid, principal and interest to be paid at  
the office of The Lawrence Savings Association  
in Lawrence, Kansas, or at such other place as the holder of the note may  
designate in writing, in monthly installments of One Hundred Seven and 80/100-----  
Dollars (\$ 107.80 ), commencing on the first day of July  
19 69, and on the first day of each month thereafter, until the principal and interest are fully paid,  
except that the final payment of principal and interest, if not sooner paid, shall be due and payable on  
the first day of June, 19 99

The Mortgagor covenants and agrees as follows:

1. That 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 pay the debt in whole, or  
in an amount equal to one or more monthly payments on the principal that are next due on the note, on  
the first day of any month prior to maturity: *Provided, however*, that written notice of an intention to  
exercise such privilege is given at least thirty (30) days prior to prepayment; and *provided further* that  
in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of  
the National Housing Act, he will pay to the Grantee an adjusted premium charge of one per centum (1%)  
of the original principal amount thereof, except that in no event shall the adjusted premium exceed the  
aggregate amount of premium charges which would have been payable if the mortgage had continued to  
be insured until maturity; such payment to be applied by the Grantee upon its obligation to the Federal  
Housing Commissioner on account of mortgage insurance.

2. That, 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, the following sums:

(a) An amount sufficient to provide the holder hereof with funds to pay the next mortgage insur-  
ance premium if this instrument and the note secured hereby are insured, or a monthly  
charge (in lieu of a mortgage insurance premium) if they are held by the Federal Housing  
Commissioner, as follows:

- (i) If and so long as said note of even date and this instrument are insured or are reinsured under the  
provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the  
holder one (1) month prior to its due date the annual mortgage insurance premium, in order to  
provide such holder with the funds to pay such premium to the Federal Housing Commissioner  
pursuant to the National Housing Act, as amended, and applicable Regulations thereunder; or
- (ii) If and so long as said note of even date and this instrument are held by the Federal Housing Com-  
missioner, a monthly charge (in lieu of a mortgage insurance premium) which shall be in an  
amount equal to one-twelfth (1/12) of one-half (1/2) per centum of the average outstanding balance  
due on the note computed without taking into account delinquencies or prepayments;