ar -1 STATE OF Kansas Douglas ! COUNTY, SS. BE IT REMEMBERED, That on this _____13th .day of _November 1970 in and for the County and State aforesaid, came Bobert L. Elder , president of Mestern Home Builders, Inc. , a corporation duly organized, incorporated and existing under and by virtue of the laws of Mansas ., and Michael L. Jamison Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be such officers, and who are personally known to me to be such officers, and who are personally known to me to be such officers, and who are personally of seld corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation. 5 W TETEVONY WHEREOF, I have hereunto set my hand and affixed my Scal the day and year last above written. Notary Public, Term expires June 15 19 7 Janice Beem Register of Deeds USDA-FHA Position 5 Form FHA 427-1 Kans. (Rev. 10-3-69) 23179 BOOK 158 REAL ESTATE MORTGAGE FOR KANSAS (INSURED LOANS TO INDIVIDUALS) KNOW ALL MEN BY THESE PRESENTS, Dated November 20,- 1970 WHEREAS, the undersigned Donald R. Grammer and Ellen D. Grammer, husband and wife____ TP: Douglas residing in County, Kansas, whose post office 319 East 19th Street; Lawrence address is address is 519 Eds (19 CH SCLEEC) Edwrence , Kansas 66044 ... herein called "Borower," are (is) ustly indebted to the United States of America, acting through the ramers Home Administration, United States Department of Agriculture, herein called the "Government," as evidenced by one or more certain promissory note(s) or assumption agreement(s), herein called "note" (if more than one note is described below, the word "inote" as used herein shall be construed as referring to each note singly or all notes collectively, as the gentext may require), said note being executed by Borrower, being payable to the order of any default by Borrower, and being further described as follows: Annual Rate of Interest Date of Instrument Due Date of Final. Installment 。 Principal Amount November 20, 1970 \$14,000.00 7 1/48 November 20, 2003 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 payment thereof pursuant 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, is, in turn, will be the insured lender; 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 all amounts payable to the insured lender in connection with the loan; and WHEREAS, when payment of the note is insured by the Government, the Government by agreement with the insured lender set forth insurance endorsement may be entitled to a specified potion of the payments on the note, to be designated the "annual charge"; and and any others in connection with the loan evidenced thereby, as well as any befield 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, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance endorsement to a so of any default by Borrower: NOW. THEREFORE, in consideration of the loan(s) and (a) at all times when the note is held by the Government the by reason of any default by Borrower: NOW, THEREFORE, in consideration of the loan(s) and (a) 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 payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (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 hamless 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 agreement of Borrower contained herein or in-any supplementary agreement, BORROWER DOES HEREBY MORTGAGE, ASSIGN, AND WARRANT TO THE GOVERNMENT THE FOLLOWING PROPERTY SITUATED IN Lots Forty-five (45) and Forty-six (46) in Media, as shown on the recorded plat of Media, now annexed to Baldwin City FHA 427-1 Kans. (Rev. 10-3-69)