Misky ASP 1 11 - A · + + 6 Pr. STATE OF Kansas Douglas COUNTY. at on this 6th dey of January A. D. 197.1 -ID. Th me, a Notary Public 172 before 0 N come Franklin L. Alexander and Betty J. Alexander, Husbar .. PULLIC and Wife 0 to me personally known to be the same pe acknowledged the execution of the same S. S. and dut COUNT 1 above wellen 1974 loto u ENE L HARDTARFER ancie Beam Recorded January 8, 1971 at 10:20 A. M. Register of Deeds Position 5 USDA-FHA Form FHA 427-1 Kans. REAL ESTATE MORTGAGE FOR KANSAS (Rev. 7-22-70) (INSURED LOANS TO INDIVIDUALS) 23683 BOOK 159 KNOW ALL MEN BY THESE PRESENTS, Dated January 8, 1971 WHEREAS, the undersigned Charles J. Douglas and Madeline J. Douglas husband and wife residing in Douglas County, Kansas, whose post office address is P. O. Box 426, Baldwin , Kansas .66006 Annual Rate of Interest Due Date of Final Installment Date of Instrument Principal Amount January 8, 1971 \$15,800.00 7 1/48 January 8, 2004 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 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 mote, 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 ang 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 will execute and deliver to the insured lender along with the note ang 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 in the insurance endorsement may be entitled to a specified portion of the 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 the loan evidenced thereby, as well as any benefit of this instrument, and will accept the benefits of such insurance in lieu thereof, and upon the Government 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 and such debt shall constitute an indemnity mortgage to secure payment of the note of attach to the debt evidenced thereby, but 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 for the secure payment of the note is held by an insurance endorsement 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 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 the State of Kansas, County(ies) of Douglas: Lot Nine (9), and the East Half of Lot Eleven (11), on Dearborn Street, in Baldwin City FHA 427-1 Kans. (Rev. 7-22-70)

Niel.

45