MORTGAGE RECORD No. 79

(c) An installment of the taxes and special assessments levied or to be levied against the (c) An installment of the taxes and special assessments levied or to be levied against the premises covered by this Mortgage; and an installment of the premium or premium that will become due and payable to renew such insurance on the premises covered hereby against loss by fire or other hazard as may reasonably be required by the party of the second part in amounts and in a commany or commanies satisfactory to the party of the second part. Such installments shall be equal respective to the second part. companies Satisfactory to the party of the second part. Such installments shall be equal respective by to the estimated premium or premiums for such insurance, and threes and assessments next due (as estimated by the party of the second part) less all installments already paid therefor, divided by the number of months that are to alapse before one month prior to the date when such premium or premiums, and taxes and assessments will become due. The said party of the second part shall hald such monthly payments in trust to pay such premium or premiums and taxes and special assessments when due when due.

(d) All payments mentioned in the three proceeding subsections of this paragraph and all pay-(1) All physics mentioned in the three proceeding subsections of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the party of the first part each month in a single payment to be applied by the party of the second hereby to the following iters in the order set forth: (1) premium charges under the contract of insurance with the Federal Housing Administrator (II) service charge as set forth in subsection (b) above;

(III) taxes, special assessments, fire and other hazard insurance premiums;
 (IV) amortization of the principal of the note secured hereby; and

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(111) taxed, special assessments, fire and other hashed insurance premiums; (IV) anortization of the principal of the note secured hereby; and (V) interest on said note.
Any deficiency in the amount of any such aggregate monthly payment shall, unless rade goed by the party of the first part prior to the due date of the rext such payment, constitute an event of default under this Mortgogo.
Third. If the total of the payments made by the party of the first part under (c) of paragraph Second preceding shall exceed the amount of payments actually made by the party of the second part for taxes or assessments or insurance premiums, as the case may be, such excess shall be ordited by such party of the second part on subsequent payments of the same nature to be rade by the party of the first part. If, however, the monthly payments and by the party of the first part under (c) of paragraph Second preceding shall not be sufficient to pay taxes, and assessments, or insurance premiums, as the case may be, when the same shall become due and payable, then the party of the first part shall pay to the party of the second part any arount necessary to make up the deficiency, on at any time the party of the first part shall tender to the party of the second part, in accordance to with the provisions of the note secured hereby, full payment of the entrie indetectness represented thereby, the said party of the first part shall to note the first part shall be, due into the party of the first part shall to note the first part shall be, and hereby is, authorized and empowered to apply, at the time of the comment of such proceeding, as a credit against the thraper shall have been make under (c) of paragraph Second part shall be, and hereby is, authorized and empowered to apply, at the time of the second part shall be, and hereby is, authorized and empowered to apply, at the time of the sound parts shall be, and hereby is, authorized and empowered to apply, at the time of the second part shall be, and hereby is, authoriz

hereof, or expense of litigation, with interest thereon at six per centum (6%) per annum from date of such advance, (it being hereby agreed that on default in the payment of any such tax or assess-ment or any payment on account thereof or in the payment of any of said costs, expense of litigation as aforesaid, the party of the second part may pay the same and all sums so advanced with interest failure or neglect faithfully and fully to keep and perform any of the other conditions or coverants herein providel; then the party of the second part, or its assigns, shall have the right further after any such default, to enter upon the possesion of the mortgaged premises, to let the same and receive the rents, is use and profits thereof, and to apply the same to the payment of all necessary charges and expenses on account of the amounts thereby secured, and such rents and profits are, in the event of any such default hereby assigned to the party of the second party of the above defaults, the whole amount hereby secured shall, at the option of the party of the second party of the above defaults, the whole amount hereby secured shall, at the option of the party of the second party of the grant of any such default hereby assigned to the party of the second party of the second party of the above defaults, the whole amount hereby secured shall, at the option of the party of the second party of the event of any such default mereby assigned to one party of the second part, and upon any of the above defaults, the whole amount hereby second part above defaults, the whole amount hereby second part become due and payable without notice and this mortgage may be foreclosed. Appraisement is hereby waived

That party of the first part will pay all taxes, assessments, water rates, and other Sixth. government or municipal charges, fines, or impositions for which provision has not been made here-inbefore, and in default thereof the party of the second part hereby may pay the same; and the party of the first part will promptly deliver the official receipts therefor to the party of the second part.

Seventh. That if the premises, or any part thereof, be condemned under any power of eminent domain, or acquired for a public use, the damages, proceeds, and the consideration for such acquisit ion, to the extent of the full amount of indebtedness upon this Morigage and the note secured hereby remaining unpaid, are hereby assigned by the party of the first part to the party of the second part and shall be paid forthwith to said party of the second part to be applied by it on account of the last raturing installments of such indebtedness. That if the pre

the last maturing installments of such indebtedness. Notice of the exercise of any option granted herein to the holder of the note secured hereby. The issue of the exercise of any option granted herein to the holder of the note secured hereby, Eighth. That this mortgage and the note secured hereby shall be construed, considered and adjudged according to the laws of the State of Kansas as the date of its execution. Ninth. That if more than one join in the execution hereof, or any be of the feminine sex, the pronouns and relative words herein used shall be read as if written in plural or feminine, respect-or any be set of the secure of the state of the securitien hereof.

ively. Tenth.

That the covenants herein contained shall bind and the benefits and advantages inure

Then, into the Governmers herein contained shall bind and the benefits and advantages inure to the respective heirs, exceptions, administrators, successors, and assigns of the parties hereto. And the party of the first part is lawfully seized in fee of the premises hereby conveyed and that the party of the first part is lawfully seized in fee of the premises hereby conveyed and that the party of the first part has good right to sell and convey the same as aforesaid; that the party of the first part will warrant and defend the title thereto forever against the claims and derands of all persons whomeaver. all persons whomsoever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set hand and seal the day and year last above written.

Harry D. Brown Eva A. Brown

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