

# MORTGAGE RECORD No. 79

379

IN WITNESS WHEREOF the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

George Shawnee  
Sadie Shawnee

STATE OF KANSAS, )  
COUNTY OF Douglas)ss:

BE IT REMEMBERED, that on this ninth day of August, 1935, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared George Shawnee and Sadie Shawnee, to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

(SEAL) My Commission expires October 18, 1936

I. C. Stevenson  
Notary Public.

Recorded August 9, 1935 at 4:25 P.M.

*Harold A. Beck* Register of Deeds.

Receiving No. 949

## MORTGAGE

THIS INDENTURE, Made this 8th day of August, 1935, by and between --J. L. Constant, and Frances Constant, his wife -- of Lawrence, Kansas, Mortgagor, and The Home Savings and Loan Association, Ottam, Kansas, a corporation organized and existing under the laws of State of Kansas, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Sixteen Hundred and no/100 - - - Dollars (\$1600.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

North Half (N $\frac{1}{2}$ ) of East Half (E $\frac{1}{2}$ ) of Lot Eight (8) in Moreland Place, an Addition to the City of Lawrence, Douglas County, Kansas.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances therunto belonging, and the rents, issues and profits thereof; and all apparatus, machinery, fixtures, chattels, furraces, 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 forming 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 warrant 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 - Sixteen Hundred and no/100 - - - Dollars (\$1600.00), 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 five per centum ( 5%) per annum until paid, principal and interest to be paid at the office of The Home Savings and Loan Association in Ottam, Kansas, in monthly installments of --Ten and 55/100 - - - Dollars (\$10.55), commencing on the first day of September, 1935, 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 August, 1955

The Mortgagor covenants and agrees as follows:

1. 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, for the following sums:

(a) If this mortgage and the note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of one per centum (1/12%) of the original principal amount of the said note for the purpose of putting the Mortgagee in funds with which to discharge the Mortgagee's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act and Rules and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Administrator.

(b) A sum equal to one-twelfth (1/12) of one-half of one per centum ( $\frac{1}{24}$ %) of the amount of principal then remaining unpaid under the said note as a service charge, which sum is more particularly to cover the expenses of handling the monthly payments on account of taxes, assessments, and fire and other hazard insurance hereinafter provided for, and to cover the other servicing costs in connection with this mortgage and the note secured hereby.

(c) An installment of the taxes and assessments levied or to be levied against the premises covered by this mortgage; and an installment of the premium or premiums that will become due and payable to renew the insurance on the premises covered hereby against loss by fire or such other hazard as may reasonably be required by the Mortgagee in amounts and in a company or companies satisfactory to the Mortgagee. Such installments shall be equal respectively to the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee), less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become due. The Mortgagee shall hold the monthly payments in trust to pay such premium or premiums and taxes and assessments when due,

(d) All payments mentioned in the three preceding 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

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\$4.00