

## MORTGAGE RECORD No. 79

be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

- (I) premium charges under the contract of insurance with the Federal Housing Administrator;
- (II) service charge as set forth in subsection (b) above;
- (III) taxes, assessments, fire and other hazard insurance premiums;
- (IV) interest on the note secured hereby; and
- (V) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute an event of default under this mortgage.

2. That if the total of the payments made by the Mortgagor under (c) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgagee for taxes and assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments of the same nature to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (c) of paragraph 1 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 Mortgagee shall pay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagee shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 1 hereof, which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (c) of paragraph 1 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, the Mortgagee shall be, and hereby is, authorized and empowered to apply, at the time of the commencement of such proceedings, the balance then remaining in the funds accumulated under (c) of paragraph 1 preceding, as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under (a) of paragraph 1.

3. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and in default thereof the Mortgagee may pay the same.

4. That he will keep the premises above conveyed in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

5. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing of the premises.

6. That if the Mortgagor fails to make any payment provided for in this mortgage for taxes, insurance premiums, repair of the premises, or the like, then the Mortgagee may pay the same and all sums so advanced, with interest thereon at six per centum (6%) per annum from the date of such advance, shall be payable on demand and shall be secured hereby.

7. That if there shall be a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisal is hereby waived.

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

J. L. Constant  
Frances Constant

STATE OF KANSAS, )  
COUNTY OF Douglas )ss:

BE IT REMEMBERED, that on this 6th day of August, 1935, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared J. L. Constant, and Frances Constant, his wife-- 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 Jan 25/ 1938

Geo. W. Kuhne  
Notary Public.

Recorded August 10, 1935 at 11:55 A.M.

*David A. Beck* Register of Deeds.

This release  
was written  
on the original  
mortgage  
entered  
this 27 day  
of June  
1934

*David A. Beck*  
Reg. of Deeds  
*Andrew L. Beck*  
Deputy

Reg. No. 208  
Fee Paid \$3.50

Receiving No. 951

## EXTENSION AGREEMENT

WHEREAS, THE CENTRAL TRUST COMPANY the present legal owner of the Promissory Note given by Gertrude M. Christy and John Christy, her husband, to The Central Trust Company, for the sum of FOURTEEN HUNDRED DOLLARS, of which there remains unpaid the sum of FOURTEEN HUNDRED DOLLARS, said note dated April 15, 1930, due July 1, 1935, which said note is secured by a mortgage on Real Estate in the County of Douglas and State of Kansas, said mortgage recorded on the 18th day of June A.D. 1930 in Book 70 at page 58 in the Recorder's office of said County, and which property is now owned by Gertrude M. Christy has promised to extend the time of payment of the principal sum remaining due on said note as hereinafter set forth: