

MORTGAGE RECORD 83

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time the Mortgagor 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 2 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 2 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 or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (c) of paragraph 2 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 2.

4. 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.

5. 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.

6. 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 or rebuilding of the premises.

7. 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.

8. 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. Appraisalment 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.

Leroy M. Metzler
Lulu Metzler

STATE OF KANSAS)
COUNTY OF Douglas) ss:

BE IT REMEMBERED, that on this Third day of May, 1938, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Leroy M. Metzler and Lulu Metzler, 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.

Frank E. Banks
Notary Public.

(SEAL) My Commission expires November 8, 1938.

Recorded May 5, 1938 at 3:30 P.M.

Harold R. Bell Register of Deeds

Receiving No. 5973

Reg. No. 1457
Fee Paid \$2.75

CONTRACT FOR REAL ESTATE

ARTICLES OF AGREEMENT: Made this Seventh day of October, 1935, between Vera K. Cowan and Bernie B. Cowan, parties of the first part, and Fred E. Johnson and Melissa McPike Johnson, parties of the second part.

WITNESSETH, that the said parties of the first part, have this day bargained and sold to the said parties of the second part the following described real estate, situated in the County of Douglas, Lawrence, and State of Kansas to-wit:

The South Fifty (50) Feet of Lot Number Three (3) except the West One Hundred Twenty-five (125) Feet in Block Three (3) in South Lawrence, an Addition to the City of Lawrence, Douglas County, Kansas,

according to the recorded plat thereof for the sum of Twelve Hundred and No/100 - - \$1200.00 - DOLLARS One Hundred and Twenty-five - - \$125.00 - Dollars of which has been paid in hand, the receipt whereof is hereby acknowledged. The remaining principal with accrued interest at the rate of 7% - Seven - per cent per annum, shall be paid to the parties of the first part at the office of The Lawrence Building & Loan Association (Until further notice) in Lawrence, Kansas the times and in the manner following, that is to say:

The balance of said principal, namely, Ten Hundred Seventy-five Dollars (\$1075.00) to be paid at the rate of Twelve Dollars (\$12.00) of each and every calendar month and plus the accrued interest to date of payment at the rate of Seven Per Cent (7%), payable on the first day of each and every month, beginning with November 1, 1935, until the entire principal shall have been paid.

(It is understood between the parties that a First Mortgage in the principal sum of Five Hundred Dollars (\$500.00) dated July 30, 1935 is now outstanding against the above described premises. This mortgage is payable in monthly installments and is held by the Lawrence Building & Loan Association of Lawrence, Kansas.)

Now, if the said parties of the second part shall pay the sum as above set forth, time being the essence of this contract, and shall pay all taxes and assessments whether mortgage note, special or general, which may become due on said real estate for the year 1935, and thereafter until the above payments are all made, then said parties of the first part shall at his own cost, execute and deliver to the said parties of the second part, or their assigns upon surrender of this contract, a warranty deed to the above described premises.

AND IT IS FURTHER AGREED that in case any payment, either of principal or interest, remaining unpaid for a space of thirty days after the same shall become due, or a failure to pay any taxes or assessments, at the time the same become due, then in that case, the whole amount unpaid on this contract shall become due and payable without further notice; and such delinquency in payment; or the failure in other respects by the parties of the second part to perform the stipulations of this contract, or any part of