Receiving No. 5343 - MORTGAGE RECORD 83 Fee Paid \$10,00

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HORTGAGE

THIS INDENTURE. Made this

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day of July 13, 1938, by and between R. C. Alvord and Lena C. Al-

Inits indications, kade this a day of dury is, 1956, by and between K. C. Alvord and Lana C. Al-yord, his wife of Lawrones. Kansas, Mortgagor, and The Seaurity Benefit Association, a corporation or-ganized and existing under the laws of Kansas, Mortgagoe: WITNESSET:, That the Mortgagor, for and in consideration of the sum of Four Thousand and No/100 Dollars (\$4,000.00), the receipt of which is hereby acknowledged, does by these presents mertgage and marrant units the Mortgagoe, fits successors and assigns, forever, the following-described real estate, situated in the County of Dougles, State of Kansas, to wit:

Lot One Hundred Seventy-four (174) on Kentucky Street in the City of Lawrence

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, heredi-ments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, mechinery, fixtures, chattels, furnees, heaters, ranges, mantles, gas and electric light apparatus, meeninory, intures, cantous, turness, heater, target, and the futures of whatever kind and 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 creeted or placed in or upon the said real octator, and all scruttures, gas and oil tarks and equipment croted or or placed in or upon the said real octate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of hading, lighting, or as part of the plumbing therein, or for any other pur-pose apportaining 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 therein. fixtures astachment therets, or not, all of which appartus, machinery, chattels and fixtures shall be consider 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 Mortgager of, in and to the mortgaged premises unto the Mortgages, forever

And the Mortgagor covenants with the Mortgagoe that he is lawfully seized in fee of the pramises hereby conveyed, that he has good right, to sell and convey the same, as efforesaid, and that he will warrant and defend the title therete forever against the claims and derands of all persons whomseever. And the Mortga

This mortgage is given to secure the payment of the principal sum of Four Thousand and No/100 -This mortgage is given to secure the payment of the principal sur of Four Thousand and 10/100 - -Bollars (\$4,000.00), as ordiarned by a cortain promissory note of oven date herewith, the terms of whice are incorporated herein by reference, payable with interest at the rate of Fire per content (5%) per annum on the umpaid balance until paid, principal and interest to be paid at the office of The Scourity Bonefit Association in Topoka, fansas, or at such other place as the holder of the rete ray designate in writing, in monthly installments of Thirty-one and 64/100 . . Dollars (\$31.64), domineing on the first day of Sortember, 1936, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the first day of August, 1955. The Jortspore corports of August, 1955.

The Mortgager covenants and agrees as follows: 1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the 1. That he will propilly pay the principal of and interest as the indobtainess orideneed by the said note, at the times and in the manner therein provided. Frivilege is reserved to pay the dobt in whole, or in an arount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to raturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (50) days prior to proparent; and provided (further that in the event the dobt is prior to raturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Grantee an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mort gage had continued to be insured until maturity; such payment to be applied by the Grantee upon its obligation to the Federal Housing Administrator on account of mertgage insurance.

2. That, togethor with, and in addition to, the monthly payments of principal and interest pay-under the terms of the note secured hereby, the Nortgager will pay to the Nortgagee until the said able under

(a) under the torms of the have secured hereby, he hereby will pay to the hereby will be an interface until the sain note is fully paid, the following surger (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-twoith (1/12) of the annual mortgage insurance promium for the purpose of putting the Mortgages in funds with which to discharge pursuant to the provisions of fitle II of the Mational Housing Act, as amended, and Regulations thereafter for the the the full of the Mational Housing Act, as amended, and Regulations thereafter for the the the full of the Mational Housing Act, as amended. under. The Mortgages shall, on the termination of its obligation to pay mortgage insurance promiums, credit to the account of the Mortgager all payments made under the provisions of this subsection which

the Nortgages has not become obligated to pay to the Federal Housing Administrator. (b) An installment of the gound rents, if any, and of the taxes and assessments levied or to be levied against the promises covered by this mortgage; and an installment of the promium or promthat will become due and payable to renow the insurance on the promises covered hereby against los 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 one-twelf (1/12) of the annual ground ront, if any, plus the estimated premium or premiums for such insruance, an taxes and assossments next due (as estimated by the Nortgages), less all installments already paid ther for, 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 willbecome delinguent. The Mortgages shall held the mon for. ly payments in trust to pay such ground ronts, if any, promium or premiums and taxes and assessments before the same become delinguent.

(c) All paymonts montioned in the two 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 Mortgager each menth in a single payment to be applied by the Mortgager to the

shall be paid by the LOTTAGOT ener month it a similar payment to be applied by the LOTTAGOT better following items in the order set forth: (I) prenium charges under the contract of insurance with the Foderal Housing Administrator; (II) pround rents, if any, taxes, assessments, fire and other hazard insurance premiums; (III) interest on the note secured hereby; and (IV) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgago prior to the due date of the next such averant, constitute an event of default under this Mortgage. The Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dellar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling paymonts. iolinguont

3. That if the total of the payments rade by the Mortgagor under (b) of paragraph 1 preceding 3. That if the total of the payments rade by the Mortgager under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgages for ground rents, taxes and assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgages on subsequent payments of the same nature to be made by the Mortgager. If, however, the monthly payments made by the Mortgager under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments or insurance premiums, as the case may be, when the sufficient to pay ground rents, taxes and assessments or insurance premiums, as the case may be, when the sufficient to pay ground rents, taxes for the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be deficiency. If at any time the Mortgagor shall tender to the Mortgages, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgages shall