

## MORTGAGE RECORD 83

said mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fifth. Said parties of the first part hereby agree that if the makers of said note shall fail to pay, or cause to be paid, any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once, without notice.

And the said parties of the first part, ofr said consideration, do hereby expressly waive an appraisalment of said real estate, and all benefit of the Homestead, Exemption and Stay Laws of the State of Kansas. The foregoing conditions being performed, this conveyance to be void; otherwise of full force and virtue.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto subscribed their names on the day and year above mentioned.

Elmer E. Scott  
Pearl G. Scott

STATE OF KANSAS, Shawnee County, ss.

BE IT REMEMBERED, That on this 23rd day of July A.D. Nineteen Hundred Thirty-Eight before me, the undersigned, a Notary Public in and for said county and State, Gave Elmer E. Scott and Pearl G. Scott (husband and wife) who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

(SEAL)

T. R. Bostwick  
Notary Public in and for Shawnee County, Kansas.  
My Commission Expires September 23, 1939.

Recorded July 29, 1938 at 10:00 A.M.

*Harold A. Beck* Register of Deeds.

Reg. No. 1570  
Fee Paid \$11.00

Receiving No. 6432

## M O R T G A G E

THIS INDENTURE, Made this 23th day of July, 1938, by and between Lester W. McNamara and Snowdie McNamara, his wife, of Lawrence, Kansas, Mortgagor, and The Security Benefit Association, a corporation organized and existing under the laws of Kansas, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Four Thousand Four Hundred and No/100 . . Dollars (\$4,400.00), 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:

Lot Numbered One Hundred Thirty-seven (137) on Tennessee Street in the City of Lawrence,

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof, and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantels, 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 the right to sell and convey the same as aforesaid and that he will warrant and defend the title thereof, forever against the claims and demands of all persons, his heirs and assigns, and four hundred and No/100 . . Dollars (\$4,400.00), 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 on the unpaid balance until paid, principal and interest to be paid at the office of The Security Benefit Association in Topeka, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Twenty-nine and 4/100 . . Dollars (\$29.04), commencing on the first day of September, 1938, 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, 1958.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount 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 maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity 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 mortgage 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 mortgage insurance.

2. 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, 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 the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, 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.