Reseiving Nol 6444 - MORTGAGE RECORD 83 Reg. No. 1575 -Foo Paid \$5.25

MORTGAGE

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THIS INDENTURE, Made this 1st day of August, 1938, by and between Jay E. Croy and Rena Bell Croy, 1 wife of Lawrence, Kansas, Mortgagor, and The Security Benefit Association, a corporation orgainzed

his which of Lawrence, Kanasa, Kortgagor, and The Socurity Benefit Association, a corporation organized and existing unler the laws of Kanasa, Mortgages: MINESSEN, That the Mortgagor, for and in consideration of the sum of Two Thousand One Eundred and No/100 Dollars (\$2,100.00), the receipt of which is hereby acknowledged, does by these presents mortga and warrant unto the Mortgagor, its successors and assigns, forever, the following-described real estat situated in the County of Douglas, State of Kansas, to wit:

The West Half (N2) of Lot Nine (9) Block Nine (9), Lane's First Addition to the City of Lawrence.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, heredita-its and appurtenances thercunto belonging, and the rents, issues and profits thereof; and also all ients and appurtenances ments and appurteenances thereants deforming, and the rents, issues and provides theread; and also all apparatus, machinery, fixtures, chattels, furnaces, hacters, 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 there is the neuron of herein is in 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 improvements of the said real estate, whother 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 considere as annoved to and forming a part of the freehold and covered by this mortgages and also all the estate, right, title and interest of the Kortgager of, in and to the mortgaged premises unto the Mortgagee, for

ever. And the Mortgagor covenants with the Mortgages that he is lawfully seiged in fee of the premises here by conveyed, that he has good right to sell and convey the same, as a foresaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons miceser. This mortgage is given to secure the payment of the principal sum of Two Thousand One Hundred and No/100 . Dollars (§2,100,00), as avidenced by a certain promissory note of even date hereitht, the ter 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 Secur ity Benefit Association in Topka, Manuse, or at such other place as the holder of the note may designat in writing, in monthly installments of Sixteen and 61/100 Dollars (\$16,61), commencing on the first day of sectors, until theoret, until there, until the sincipal and interest are fully paid, except that the final payment of principal and interest, if not sconor paid, shall be due and payable on the first day of August, 1953. The Mortgagor covenants and agrees as follows:

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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. Frivilege is reserved to pay the debt in whole, amount equal to one or more monthly payments on the principal that are next due on the note, the first day of any month prior to maturity; provided, however, thatwritton notice of an the first day of any month prior to maturity; provided, however, thatwritten notice of an intention to exercise such privilege is given at least thirty (30) days prior to preparent; and provided further that in the event the dobt 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 Grantes an adjusted premium charge of one pay contum (1%) of the original principal amount thereof, except that in no event shall the adjusted prem-ium 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 Grantes upon its obligation to the Foderal Housing Administrator on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest payable a inder the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee until the said note

under the terms of the note secured hereby, the Kortzagor will pay to the Kortzagoe until the said hore 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-tweifth (1/12) of the annual mo gage insurance premium for the purpose of putting the Mortgages in funds with which to dischar the said Mortgage is obligation to the Foderal Housing Administrator for mortgage insurance pr the said hortgaged's oblighton to the reasonant mosting maintained atom in stylege mathematics of minume pursuant to the provisions of Title 11 of the Mathematical Atom and the same and a and Reg-ulations thereunder. The Kortgages shall, on the termination of its oblighting to any mortgage insurance promiums, credit to the account of the Mortgagor all payments made under the provisi of this subsoction which the Mortgages has not become oblighted to pay to the Federal Housing Administrator.

- Administrator. An installment of the ground rents, if any, and of the taxes and assessments levied or to be levied against the premises covered by this mortgage; and an installment of the premium or premium 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 Mortgage in amounts and in a company or companies satisfactory to the Mortgage. Such installments shall be equal resp-enticely to comparies satisfactory to the Mortgage. Such installments shall be equal resp-(b) in a company or companies satisfactory to the Mortzageo. Such installments shall be equal reap ectively to one-twelfth (1/12) of the annual ground react, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mort-gageo), 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 premiums and taxes and asses ments will become delinquent. The Mortzageo shall hold the monthly payments in trust to pay and annual month of the annual ment of the date and the set of such ground rents, if any, premium or premiums and taxes and assessments Sefore the same become delinquent.
- (c) All payments mentioned in the two 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 be paid by the Mortgagor each menth in a single payment to be applied by the Mortgagoe

to the following items in the order set forth: (1) premium charges under the contrast of insurance with the Foderal Housing Administrator; (11) ground rents, if any, taxes, assessments, fire and other hazard insurance premium. (II) ground rents, if any, taxes, assessments, fire and other hazard insurance premiums;
(III) interest on the note secured hereby; and

amortization of the principal of said note. (IV)

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the

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. The Kortgages may collect a "late oharge" not to exceed two cents (2/) for each dollar (31) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling dolinquent payments. 3. That if the total of the payments made by the Kortgagor under (b) of paragraph 1 preceding shalls exceed the amount of payments actually made by the Kortgagor under (b) of paragraph 1 preceding shalls insurance premiums, as the case may be, such excess shall be oredited by the Kortgago on subsequent ± a payments of the same neture to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and as sessments or insurance premiums, as the case may be, when the same shall becce due and payable, then the Kortgagor shall pay to the Kortgages any ancount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Kortgagor shall tonder to the Mortgages , in accordance with the provisions of the note seany time the Mortgagor shall tender to the Mortgages , in accordance with the provisions of the note se-