

MORTGAGE RECORD 83

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

E. Rice Phelps
Thekla W. Phelps

STATE OF KANSAS, }
COUNTY OF DOUGLAS } ss:

BE IT REMEMBERED, that on this 7th day of September, 1938, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared E. Rice Phelps and Thekla W. Phelps, 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.

Pearl Erick
Notary Public.

(SEAL) My Commission expires Dec. 31, 1940

Recorded September 7, 1938 at 4:40 P.M.

Harold A. Baker Register of Deeds.

Receiving No. 5614

Reg. No. 1607
Fee Paid \$10.00

MORTGAGE

THIS INDENTURE, Made this 3rd day of September, 1938, by and between Thekla W. Phelps and E. Rice Phelps, her husband, of Lawrence, Kansas, Mortgagee, and The Home Savings and Loan Association, Ottawa, Kansas, a corporation organized and existing under the laws of the State of Kansas, Mortgagor:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Four Thousand and no/100 Dollars (\$4000.00), 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:

Commencing at a point 40 feet South of the Southeast corner of Lot Seven (7), Block Four (4), in Babcock's Addition to the City of Lawrence, thence South along the West side of Tennessee Street, Seventy-three (73) feet, thence Westerly One Hundred Thirty-eight (138) feet, thence North to the South line of 17th Street; thence East along the South line of 17th street to Point of beginning, all in the City of Lawrence, Douglas County, Kansas.

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, 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 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 good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whatsoever.

This mortgage is given to secure the payment of the principal sum of Four Thousand and no/100 Dollars (\$4000.00), 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 Home Savings and Loan Association, in Ottawa, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Twenty-six and 40/100 Dollars (\$26.40), commencing on the first day of November, 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 October, 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:

- 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.
- 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 premiums 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 Mortgagee in amounts and in a company or companies satisfactory to the Mortgagee. Such installments shall be equal respectively to one-twelfth (1/12) of the annual ground rents, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next

This release was written on the original mortgage entered this 6 day of August 1940
Harold A. Baker
Reg. of Deeds

The debt secured by this mortgage is hereby acknowledged by said parties and the copy of this mortgage is being filed in the office of the Register of Deeds, Lawrence, Kansas, August 10, 1940