5 548 DOUGLAS COUNTY WITNESS my hand and notarial seal the day and year last above written. E. F. Huddleston SEAL) My commission expires May 21, 1939. Notary Public. Ì 1. Narold (Ros Register of Deeds. corded March 18, 1939 at 8:25 A.M. Reg 1804 No. Paid \$12.00 Fee Receiving No. 7479 < MORTGAGE 9 THIS INDENTURE, Made this eighteenth day of March, 1939, by and between W. T. Lemon and Vestle Lemon, his wife, of Lawrence, Kansas, Mortgagor, and The First Mational Eank of Lawrence, Lawrence, Kan-sas, a corporation organized and existing under the laws of The State of Kansas, Mortgagee: WITHESENTH, That the Mortgagor, for and in consideration of the sum of forty-eight hundred and no/100 Dollars (\$4800.00), the receipt of which is hereby acknowledged, does by these presents nortgage and wermant with the Mortgage. Page dente 88 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: 1 he Northwest Quarter of Section Sixteen (16) Township Thirteen (13) South, of Range Twenty (20) East of the 6th P. M. TO HAVE AND TO HCLD the premises described, together with all and singular the tenements, heredita-ments and appurtenances thereounto belonging, and the rents, issues and profits thereof; and including all water, irrigation and drainage rights of every kind and description; and also all apparatus, machinery, 4. assign water, irrightion and drainage rights of every kind and description; 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 natures at present contained or hereafter placed in the buildings new or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erooted 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 heafting or as part of the plumbing therein, or for any other purpose apportaining to the present or future use or improvement 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 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 bortgager of, in and to the mortgaged premises unto the Mortgager, forever. And the Mortgager covenants with the Mortgager, forever. Lance at Janua And to the Mortgage promises due of hear tagging, briver, And the Nortgage overants with the Untrage that he is lawfully seized in fee of the promises hereby conveyed, that he has good right to sell and convey the same, as a foresaid, and that he will war-rant and defond the tile thereto forever against the claims and domands of all persons whomsoever. This mortgage is given to secure the payment of the principal sum of forty-eight hundred and no/100 This mortgage is given to secure the payment of the principal sum of forty-eight hundred and no/100 Dollars (\$4800.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reforence, 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 First National Bank of Lawrence, in Lawrence, Kanses, or at such place as the holder of the note may designate in writing, in (monthly) installments of thirty-two and 69/100 Dollars (\$22.69), commencing on the first day of July, 1939, and a like amount on the first day of each month, in each yoar, 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 June 1, 1958. The Mortgager covenants and agrees as follows: 1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the sai 1. That he will promptly pay the principal of and interest on the indobtedness 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 (annual) (semi-annual) (monthly) payments on principal that are next

in an amount equal to one or more (annual) (scmi-annual) (monthly) payments on principal that are next due, on any periodic payment date; provided, however, that written notice of intention to exercise such privilege is given at least thirty (30) days prior to propayment. In the event this debt is paid in full prior to maturity and while it is insured under the provisions of the National Housing Act, all parties liable for the payment of same, whether principal, surety, guaranter, or enderser, agree to be jointly and severally bound to pay to the holder hereof an adjusted premium charge of one per centum (1%) of the original principal amount of the debt evidenced thereby, provided that in no event shall the adjusted premium charge 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 holder hereof upon its obligation to the Federal Housing Administrator on account of mortge insurance; provided, hereein, intability of any party herein to pay the above-mentioned adjusted premium charge shall be, in that the liability of any party horein to pay the above-mentioned adjusted premium charge shall be, in any event, subject to the exceptions contained in the Regulations of the Federal Housing Administrator in force on the date this instrument is executed.

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in force on the date this instrument is executed.
2. That, together with, and in addition to, the (annual) (semi-annual) (monthly) payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgage until the said note is fully paid, the following sums:

(a) If this Mortgage and the said note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, (one-half (¹/₂)) (one-twolfth (1/12)) of the annual mortgage insurance premium for the purpose of putting the Mortgage oin funds with which to discharge the said Mortgago's obligation to the Federal Housing Act and so long a, they refer the deform the deform the deform the discharge due, purpose due, purpose due, purpose Administrator for mortgage insurance promiums, at or before the data same become due, pursuant to the provisions of Title II of the National Housing Act, as amended, and regulations there-under, the Mortgages shall, on the termination of its obligation to pay mortgage insurance promiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not Decome obligated to pay to the Federal Housing Adminis trator.

(b) An installment of the ground rents, if any, and of the taxes and assessments levied or to be lyied against the premises covered by this mortgage; irrigation and drainage charges, if any, and an installment of the premium or premiums that will become due and payable to renow the insurance on the pramises covered hereby against loss by fire or such other haard as may reainsurance on the premises covered hereby against less 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-half $(\frac{1}{2})$) (one-twolfth (1/12)) of the annual ground rent, if any, plus the estimated premium or promiums for such insurance, irrigation and drainage charges, if any, taxes and assessments noxt due (as ceitamated by the Mortgagee), at or prior to the date on which the same become due or delinquent, less al installments already paid therefor. The Mortgagee shall hold said payments in trust to pay sugground rents, if any, premium or promiums, taxes and assessments, and irrigation and drainage