MORTGAGE RECORD 83

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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 soized in fee of the premises hereby concreted, the he has good right to sell and convey the same, as aforesaid, and that he will war-rant and defend the title thereto forever against the claims and demands of all persons whomsover. This mortgage is given to secure the payment of the principal sum of two fucused One Hundred and motion. This mortgage is given to secure the payment of the principal sum of Two Thousand One Hundrod and ON(D0... Dollars (\$2,100.00), as evidenced by a certain promissory note of even date herowith, the terms of which are incorporated herein by reference, payable with interest at the rate of five per centur (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 des ignate in writing, in monthly installments of Thirteen and 66/100. . Dollars (\$13.66), commencing on the first day of August, 1939, and on the first day of each month thereafter, until the principal and interes are fully paid, except that the final payment of principal and interest, if not scenar paid, shall be du and payable on the first day of August 2010.

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The Mortgagor covenants and agrees as follows: 1. That he will promptly pay the principal of and interest on the indebtedness as evidenced by th said note, at the times and in the manner the roin provided. Privilege is reserved to pay the debt in Shid note, at the times and in the manner the win provided. Firitlege 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 in-tention to exercise such privilege is given at least thirty (30) days prior to propayment; and provided further that in the event the dobt is paid in full prior to maturity and at the time it is insured under the provisions of the factional Housing Act, he will pay to the Grantee an adjusted premium charge of one promound (3%) of the original principal mount 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 has continued to be in sured until restrict, the amount the context has a constant of both the factor the source of the aggregate amount of premium charges which would have been payable if the mortgage has continued to be insured until maturity; such payment to be applied by the Grantee upon its obligation the Federal Housing Administrator on account of mortgage insurance.

2. That, together with, and in addition to, the monthly rayments of principal and interest payabl nder the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee until the said not is fully paid, the following sums: (a) If this mortgage and the note secured hereby are insured under the provisions of the National

- Reasing Act and so long as they continue to be so insured, one-two-lifth (1/2) of the national mortgage insurance premium for the purpose of putting the Mortgage 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 fitle II of the National Housing Act, as ansonade, and Regulations thereunder. The Mortgages shall, on the wardinal nousing acc, as anonded, and Regulations thereunder. The Mortgages shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgager all payments made under the provisions of this subsection which the Mortgages has not become obligated to pay to the Foderal Housing Administrator.
- (b) An installment of the ground rents, if any, and of the taxes and assessments levied or to be levied against the premises covored by this mortgace, and an installment of the premium or premiums that will became due and payable to renew the insurance on the premises covored her by against loss by fire or such other hazard as may reasonably be required by the Hortgage in amounts and in a company or companies satisfactory to the Mortgagee. Such installments shall be equal respectively to one-twolfth (1/12) of the annual ground rent, if any, plus the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee), 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 premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall held the mont paymonts in trust to pay such ground rents, if any, premium or premiums and taxes and assess nonts before the same became 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 ther of shall be paid by the Mortgagor each month in a single payment to be applied by the Mortnt there gages to the following items in the order set forth; (I) premium charges under the contract of insurance with the Federal Housing Administrate:

ground rents, if any, taxos, assossments, fire and other hazard insurance premiums; interest on the note secured hereby; and (11 (III)

amortization of the principal of said note. (IV)

 (IV) amortization of the principal of said note.
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 mortgago. The Mortgages may collect a "late charge" not to exceed two cents (2¢) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra exponse involved in handling dolliquent payments.
S. That if the total of the payments made by the Mortgager for ground rents, taxes and assessments or insurance promiums, as the case may be, such excess that of the same nature 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 payments, taxes and assessments or insurance promiums, as the case may be, when the same shall be comed us and hyble, then the [agor under (b) of paragraph 2 proceeding shall not be sufficient to pay ground rents, taxes and assess-ments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgages any mount 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 an time the Mortgagor shall tender to the Mortgages, in accordance with the provisions of the note secured hereby, full payment of the ontrie indebtedness represented thereby, the Mortgages shall, in computing the amount of such indebtedness, oredit to the account of the Mortgager all payments made under the pro-visions of (a) of paragraph 2 hereof, which the Mortgagee has not become obligated to pay to the Federal Monsing Administrator, and any balance remaining in the funds accumulated under the provisions of (a) of paragraph 2 hereof, which the Mortgagee has not become oblighted to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (b) or paragraph 2 hereof. If there shall be a dofault under any of the provisions of this mortgage resulting in a public sale of the pranises covered hereby or if the Mortgagee acquires the property otherwise aft default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of par graph 2 preceding, as a credit against the mount of principal them remaining unpaid under said note and shall properly adjust any paymants which shall have been made under (a) of paragraph 2. 4. That he will pay all taxes, assessments, water rates, and other governmental or municipal charg fines, or impositions, for which provision has not been made hereinbefore, and in default thereof the Hortgarce may may the same.

Nortgages may pay the same. 5. That he will keep the premises above conveyed in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

6. That if the promises covered hereby, or any part thereof, shall be demaged by fire or other hazard against which insurance is held as hereinbefore provided, the anounts paid by any insurance com-pany pursuant to the contract of insurance chall, to the extent of the indebtedness then remaining unper be paid to the Mortgages, and, at its option, may be applied to the debt or released for the regaining

r rebuilding of the premises. 7. That if the Mortgagor fails to make any payment provided for in this mortgage for taxes, insu nee promiums, repair of the premises, or the like, then the Mortgagee may pay the same and all sums so dvanced, with interest thereof at five per centum (5%) per annum from the date of such advance, shall