MORTGAGE RECORD 85

weeed the appregate amount of promium charges which would have been payable if the mortgage presium exceed the apprease arount of premium charges which would have been payable in the mortgage had continued to be insured until maturity; such payment to be applied by the Grantee upon its obligati to the Federel 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 Kortgager will pay to the Nortgagee until the said note

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under the terms of the note secured hereby, the Mortgager will pay to the Mortgager until the said note is fully paid, the following summa:
(a) If this mortgage and the note secured woreby are insured under the provisions of the Mational Mousing Att and so long as they continue to be so insured, one-twolfth (1/12) of the annual nortgage insurance premium for the purpose of putting the Mortgage in funds with which to discharge the said Mortgage's obligation to the Federal Housing Att with which the gauge insurance premium ports to the provisions of Title II of the Mational Mousing Att and so long of the Jack and the result to the provisions of the Mortgage at the second of the Mortgage at the termination of the Soligation to the provisions of the Mortgage at the Mortgage at the second of the second of

 colligated to pay to the Federal Housing Aministrator.
 (b) 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 mortgare; and an installment of the premium or premiums that will become due and payable to renew the insurance on the premises covered hereby against less by fire or such other hazard as may reasonably be required by the Morthereby against less by fire or such other hazard as may reasonably be required by the Mort-gapee in amounts and in a company or companies astisfactory to the Mortgapee. Such install-plus the estimated promium or promiums for such interance, and taxes and assessments next du (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 promium or premiums and taxes and assessments will be come delinquent. The Mortgapee shall hold the monthly expends in trust to pay such ground monthly expension on a residue and the such presents and taxes and assessments will be come delinquent. The Mortgapee shall hold the monthly expents in trust to pay such ground monthly expension or arealisms and taxes

or premiums and taxes and assessments will became definquent. The wortgages shall note the nonthly payments in trust to pay such ground rents, if any, premium or premiums and taxes and sacessments before the same became definquent.
(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 Mortgager each month in a single payment to be applied by the "artmanes to the collecter items in the order set forth". Mortgagee to the following items in the order set forth:

(1) premium charges under the contract of insurance with the Federal Housing Administrat. (11) promit conts, if any, taxes, assessments, fire and other hazard insurance premiums; (111) interest on the note secured hereby; and

(11) interest on the note secure nereoy; and (17) anortization of the principal of and note. Any defisioney in the amount of such appropriate nothly payment shall, unless made good by the Nortgapor prior to the due date of the next such payment, constitute an event of default under this nortgapor. The Nortgapor may collect a "late charge" not to exceed two cents (14) or architecter (col) and the ortgapor to constitute on payment to appreciate the same term of the second (24) for each dollar (21) of each payment more than fifteen (15) days in arrears to cove the extra expense involved in handling delinquent payments.

the extra expense involved in Handling delinquent payments. 3. That if the total of the payments and by the Mortgager under (b) of paragraph 1 preceding shall exceed the ansumt of payments actually made by the Mortgager or ground rents, taxes and assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgager on subsequent the Mortgager under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and the Mortgager under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and the Mortgager under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and then the Mortgager shall pay to the Mortgager any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, is assessments, or insurance premiums shall be due. If a any time the Mortgager shall toder to the Mortgager, in accordance with the provisions of the note secured hereby, thall payment of the entire indebtedness represented thereby, the Mortgager huch dow due. If at any time the Nortgagor shall tender to the Nortgages, in accordance with the provisions of the note secured hereby, full payment of the entire indebtadness represented thereby, the Nortgages fault, in computing the anount of such indebtadness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 2 hereof, which the Nortgages has not become obligated to the provisions of (b) of paragraph 2 hereof, which the Nortgages has not become obligated to the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this martgage resulting in a public sale of the premises covered hereby or if the Mortgages acquires the proceeding, or at the time the property is otherwise acquired, the balance ther reanning in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then funds accumulated and (b) of paragraph 2 preceding and payments which shall have been made under (a) of paragraph 2. the with na ortrace me de.

under (a) of paragraph 2. 4. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and in default

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

6. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other therard against which insurance is hold as hereinbolore provided, the amounts paid by any insurance Intrard against which insurance is hold as hereinhofore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the dott or released for the repairing or robuilding of the premises. 7. That if the Mortgagee fails to make any payment provided for in this mortgage for taxes, insurance promiums, repair of the premises, or the like, then the Mortgagee may pay the same and all sums so advanced, with interest thereof at five per contum (5%) per annum from the date of such advance, shall be payable on demand and shall be secured hereby. 8. That if there shall be a default in may of the terms are available on the mark of the

1 ele be payable on domand and chall be secured hereby. 8. That if there shall to a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then any sums owing by the Mortgager to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisement is

Moreov waived. Notice of the exercise of any option granted herein to the Nortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, excentors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITHESS WHEREBUF the Mortgagor(s) have herounts set uneir hand(s) and seal(s) the day and year first above written.

STATE OF MANSAS

C

John. W. Brand Catherine S. Brand

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COUNTY OF DOUGLAS) SS;

BE IT REMAINTERED, that on this 29th day of August, 1959, before me, the undersigned, a Motary Tublic in and for the County and State aforesaid, personally appeared John W. Brand & Catherine S. Trand, to he personally known to be the sume person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the exception of same. IN WITNESS WHEREOF, I have hereunto set my hand and Notarial seal on the day and year last above w

N Recorded August 29, 1939 at 4:00 P.M.

and a Bak Forrest A. Jackson Notary Register of Dends 35

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