## MORTGAGE'RECORD 85

(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-twelfth (1/12) of the annual mortgage Nortgage's obligation to the federal Housing Act, and wheth the discharge the shift to discharge the shift to the provisions of Title II of the Mational Housing Act, as accorded, and Regulations thereunder. The Mortgage has not been constrained to the provisions of the Nortgage of the Software shift, on the termination of its obligation to pay mortgage insurance premiums pursuant to the account of the Kortgage of the Software shift, on the termination of its obligation to pay mortgage insurance premiums pursuant. Software shall, on the termination of its obligation to pay mortgage insurance premiums, evolute the account of the Kortgage of the Nortgage of the Software shall pay not be provisions of the Software shall pay to the Federal Housing Administrator. Nortgage has not been collegated to pay to the Federal Housing Administrator. Nortgage and an statistic provide and the provide or to be that will been a due and payable to renow the insurance on the premise account of the provide or to be that will been other hazard as may reasonably be required by the Mortgage in anounts and in a company or companies satisfactory to the Kortgage. Ouch installated to premium or premiums for such installed to the Nortgage in surance and an accessments have of surfaced by the Nortgage in the short being to a surance, and assessments next due (as estimated premium or premiums for such installed to the large premium of premiums of gage shall hold the monthly payeents in trust to pay such ground rents, if any, premium or premiums and the second such as a supressions with the source one north prior to gage shall hold the monthly payeents in trust to pay such ground rents, if any, premium or premiums are such that and the source of the second such as a supression whethet the soure begins in the substift of the source and the second

the date when such premium or premiums and taxes and assessments will become delinquent. The Wort-gages shall hold the monthly payments in trust to pay such ground rents, if any, premium or premiums and taxes and assessments before the same became delinquent. (b) All payments mentioned in the two proceeding subsections of this paragraph and all payments to the aid by the Mortpagor each month in a single payment to be applied by the Wortgagee to the follow and items in the order set forth: the

the faid by the Mortgager each month in a single gayment to be applied by the Mortgager to the for ing items in the order set forth: (1) premium charges under the contract of insurance with the federal Housing Administrator; (II) ground rents, if any, taxes, assessments, fire and other hazard insummee premiums; (III) interest on the note secured hereby; and (IV) amortization of the principal of said note. Any deficiency in the amount of such ascretate monthly payment shall, unless sade cool by the No.

(14) amortization of the principal of said note. Any dolidioncy in the amount of such aggregate monthly payment shall, unless made good by the Mort-gagor prior to the due date of the next such payment, constitute an event of default under this mort-gage. The Mortigare may collect a "late charge" not to exceed two conts (2g) for each dollar (31) of such respect to a the fifteen (15) days in average to even the event we average implied to headling. Eace and sore than fifteen (15) days in arrears to cover the extra expense involved in handling

each payment more than flifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments. 3. That if the total of the payments made by the Mortgagor under (b) of paragraph 1 preceding sha insurance promiums, as the ense may be, such excess shall be credited by the Nortgager and assessments or payments of the same nature to be made by the Nortgagor. If, however, the monthly payments made by the Nortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assess Nortgagor under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assess Nortgagor shall pay to the Nortgagee any amount necessary to make up the deficiency, on or before the date when mayment of such ground rents, taxee, assessments, or insurance premiums shall be due. If at tery Rortgager shall gay to the Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insumnee previums shall be due. If at any time the Mortgager shall tender to the Mortgagee, in accordance with the provisions of the note see used hereby. Bull nament of the estime indebtedness represented thereby, the Mortgage shall in accordance any time the Mortranor shall tender to the Mortranoe, in accordance with the provisions of the note sec-ured hereby, full payment of the entre indebtedness represented thereby, the Mortranoe shall, in com-the provisions of (a) of paragraph 2 hereof, which the Mortranoe the Mortranoe all payments made under Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortranoe of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgace of the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 hereof. If there shall apply, at the time of the commencement of such proceedings, under (b) of paragraph 2 hereof, and any payments which shall have been made under (b) of paragraph 2 hereof, and any payments which shall have been made under (a) of paragraph free and note and shall properly alguest any payments which shall have been made under (a) of paragraph fines, or timpositions, for which provision has not been made hereinbore, and in default thereof the Nortgace may pay the same.

fines, or impositions, for which provision has not been take netericity, and in order burger by Vorgan by the same.

5. That he will keep the premises above conveyed in as good order and condition as they are not and will not commit or permit any waste thereof, reasonable wear and tene excepted. 6. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other statements and the premises to beld as benefitied as provided, the arounts said by any insurance of

6. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid to the Eartparce, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises.

be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises. 7. That if the Mortgager fails to make any payment provided for in this mortgage for taxes, insur-ance premiums, repair of the premises, or the like, then the Mortgagee may pay the same and all sums so be payable on demand and shall be secured hereby. 8. That if there shall be a default in any of the terms, conditions or convenants of this mortgage of the Kortgager shall, at the opti-into the possession of the mortgaged and payable. The Kortgages and the lartgage shall, at the opti-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 forcelesed. Appraisement is hereby wait

into the possession of the mortgared premises and correct the tends, issues that profiles thereof. I the event of any default, as herein described, this mortgare may be foreelessed. Appraisecut is horeby wait event of any default, as mercin described, this mortgage may to increased. Appraisement is nerety was Notice of the exercise of any option granted herein to the Mortgage is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respectiv-tion of the state of the state of the series benefit was the state of the series benefit. The covenants mercin contained shall bing, and the benefits and auvantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the sim-lar number shall include the plumil, the plumil the singular, and the use of any gender shall be applilar number shall include the plumi, the plumi the singular, and the use of any points shall to appre-cable to all genders. IN WITHESS WHEPPLOF the Mortgagor(s) has hereunto set his hand(s) and seal(s) the day and year first

STATE OF KANSAS, COUNTY OF DOUGLAS )SS:

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D. S. Hults

COURT or DURLAS y---BE IT REMEMBERED, that on this 30" day of Sept, 1940, before me, the undersigned, a Notary Fublic in and for the County and State aforesaid, personally appeared D. S. Hults, a single man, to me personal known to be the same person(s) who executed the above and foregoing instrument of writing, and duly ack IN WITNESS WHEREOF, I have bereunto set my hand and Notarial Seal on the day and year last above written.

. . . . . . . . . . . . .

(SEAL) My Commission expires April 5 - 1942

R. E. Melvin Notary Public.

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Recorded September 30, 1940 at 11:05 A.M.

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Wand a. Deck Register of Deeds