MORTGAGE RECORD 85

IN WITHESS WHEREOF the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year Harold K. Snider Helen Snider

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STATE OF KANSAS,) COUNTY OF DOUGLAS) ss:

....

irst above written.

E IT REMEMBERED, that on this 16th day of October, 1640, before me, the undersigned, a Notary Publi in and for the County and State aforecald, personally appeared Harold K. Snider and Helen Snider, 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 WITKESS WHEREOF, I have hereunto set my hand and Notarial Scal on the day and year last above write Frank E. Manks (SEAL) My Commission expires November 8, 1942

Notary Public.

Register of Deeds

Recorded October 16, 1940 at 9:35 A.W.

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MORTGAGE

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THIS INDENTURE, Made this 7th day of October, 1940, by and between Fred C. Black, a single man, of awrence, Kansas, Mortgagor, and The Lawrence Mational Pank, Lawrence, Kansas, a corporation organized nd existing under the laws of United States, Mortgagee:

MITNESSETH, That the Mortgegor, for and in consideration of the sum of Iwenty-nine Hundred and no/10 Dollars (\$2000.00), the receipt of which is hereby acknowledged, does by these presents mortgage and war rank unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

Lots Twelve (12) and Thirteen (13) Maple Lawn, an Addition to the City of Lawrence

TO HAVE AND TO HOLD the promises described, together with all and singular the tenenents, heredita-tents and appurtenances thereounto belonging, and the rents, issues and profits thereof; and aleo all ap-mantus, machinery, fixtures, chattels, furmaces, henters, ranges, mantles, ras and electric light fix-tures, elevators, screens, screen doors, awnings, blinds and all other fixtures of wintever kind and nat present contained or hereafter placed in the buildings now or hereafter standing on the said real , and all structures, gas and oil tanks and equipment erected or placed in or upon the said real re at state. and setate, and all structures, nas and oil tanks and equipment erected or placed in or upon the said real source or attached to or used in connection with the said real estate, or to any pipes or fluctures there in for the purpses of heating, lighting, or as part of the plumbing therein, or for any other purpses apportaining to the present or future use or inprovement of the said real estate, whether such apparatus inclinery, fixtures or clattels have or would become part of the said real estate, whether such apparatus inclinery, fixtures or clattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, inclinery, chattels and fixtures shall be considered as annoxed be and forming a part of the freehold and covered by this mortgareg and also all the estate; right, titl and interest of the freehold and covered by this mortgareg and also all the estate; right, titl and interest of the freehold and covered by the his hertuity as and by Green or the pressure and the lowers or expenses with the lowers of the his hertuity saided by Gene of the presses here

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises her conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant

nd defend the title thereto forever against the claims and demands of all persons whomsoever. This mortrage is given to secure the payment of the principal sum of Twenty-nine Hundred and no/100 Jollars (\$2900.00), 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 four k one-half ($4\frac{1}{2}$ %) per anhre incorporated herein by reference, payable with interest at the rate of four & one-half (4%) per an-umo as the unpuid balance until paid, principal and interest to be paid at the office of the Lawrence lational Bank in Lawrence, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Twenty-two and 10/100 Dellars (422.18), commenting on the first day of February, 1941, and on the first day of each month thereafter, until the principal and interest are 'ully paid, except that the final payment of principal and interest, if not sconer paid, shall be due an mayable on the first day of each south thereafter, until the principal and interest are The Mortgagor covenants and agrees as follows: 120

In more soverants and agrees as follows: I. That he will promptly pay the principal of and interest on the indebtodness evidenced by the said into, at the times and in the manner therein provided. Frivilere 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 motice of an intention to The first any on any most prior to extinity provided, nowever, the written hores of an intention to exercise such privilege is given at least thirty (33) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that the it is insured under the provis-ions of the National Housing Act, he will pay to the Grantee an adjusted premium charge of one per centu $|S_{2}^{+}|$ of the original principal amount thereof, except that in no event shall the adjusted premium exceede appregate amount of premium charges which would have been payable if the mortgage had continued to until maturity; such payment to be applied by the Grantee upon its obligation to the Federal e insured

iossing 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 Mortgager will pay to the Mortgagee until the said note

nder the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee until the said note s fully paid, the following sums: (a) If this mortgage and the note secured hereby are insured under the provisions of the Mational Housing Act and so long as they continue to be so insured, one-twolfth (1/12) of the annual mortgage insurance promium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Frederal Housing Administrator for mortgage insurance presiums pursuant the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The Nortragee shall, on the termination of its oblightion to may mortgage insurance premiums, credit to th account of the Nortgagor all mayments made under the provisions of this subsection which the Nortgage

account of the workpaper all physicals and other the provisions of this subsection which the workpaper has not because oblighted to pay to the Federal Housing Administrator. (b) An installment of the ground rents, if any, and of the taxes and assessments levied or to be levied ied 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 firm or such other hazard as may reasonably be required by the Mortgagee in amounts and in a company or com-panies satisfactory to the Mortgagee. Such installments shall be equal respectively to one-twolfth (1/2) of the served reard for any firm to cover the there is a produce for such insurance. (1/12) of the annual ground rent, if any, plus the estimated premium or promiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee), less all installments already gaid 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 hold the monthly rayments in trust to pay such ground rents, if any, premium or premiums and taxes and ass

the monthly payments in trust to pay some from the state of this paragraph and all payments to be monts before the same become delinquent. (c) All payments mentioned in the two proceeding 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