

## MORTGAGE RECORD 85

as follows: \$500.00 due November 6th, 1943; that said note as extended shall bear interest at 6% per annum, payable semi-annually on the 6th day of May and November in each year; provided the same is paid when due, otherwise it shall bear interest at the rate of ten per cent per annum; and that none of the other conditions and obligations of said note and mortgage, except as hereinbefore mentioned, shall be affected by this extension agreement, but shall remain in full force and virtue and be binding upon us. Further, that we obligate ourselves, jointly and severally, to pay, at maturity, both the said principal note and the interest thereon.

Witness our hands this 15th day of November, 1940.

Clarice D. Miller  
John B. Miller

State of Kansas }  
County of Douglas } ss.

Be It Remembered that on the 15th day of November, 1940, before me, the undersigned, a Notary Public in and for said County and State, came Clarice D. Miller and John B. Miller, her husband, who are personally known to me to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

(SEAL) My commission expires March 22, 1942.

T. J. Sweeney Jr.  
Notary Public.

Recorded November 15, 1940 at 11:10 A.M.

*N. A. Beck*

Register of Deeds

Receiving No. 11141

M O R T G A G E

Reg. Fee Paid on  
No. 2350, on  
July 20, 1940

THIS INDENTURE, Made this sixth day of November, 1940, by and between Alberta S. Hulteen and A. George Hulteen, her husband of Lawrence, Kansas, Mortgagee, and The First National Bank of Lawrence, Lawrence, Kansas, a corporation organized and existing under the laws of the United States, Mortgagee: WITNESSETH, That the Mortgagee, for and in consideration of the sum of Thirty-six hundred and no/100 Dollars (\$3600.00), the receipt of which is hereby acknowledged, does by these presents mortgage 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:

That part of the Northeast quarter (NE $\frac{1}{4}$ ) of Section six (6), Township thirteen (13) South of Range twenty (20), described as follows:  
Beginning at a point 60 rods, 1 1/2 feet south of the north line and 60 rods east of the west line of said Northeast one-quarter (NE $\frac{1}{4}$ ); thence west 693 feet to the center line of Learnard Avenue; thence south on center line of Learnard Avenue 259 feet to a point of beginning, thence east 155 feet; thence north 50 feet; thence west 155 feet to the center line of Learnard Avenue; thence south on center line of Learnard Avenue 50 feet to the point of beginning, all east of the sixth Principal Meridian, also easement running with the land as follows:

An easement for sewer line connection across the land owned by grantors and for ingress and egress on said land of grantors for repair or replacement purposes in connection therewith. This mortgage is given to correct an erroneous description in a mortgage from these same grantors to the same grantee dated July 20, 1940, recorded in Book 85, Page 365, records in the office of the Register of Deeds, Douglas County, Kansas.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; 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 nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected 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 heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether 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 Mortgagee of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagee covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Thirty-six hundred and no/100 Dollars (\$3600.00), as evidenced by a certain promissory note of July 20, 1940, the terms of which are incorporated herein by reference, payable with interest at the rate of four and one-half per centum (4 1/2%) 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, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Twenty and 02/100 Dollars (\$20.02), commencing on the first day of December, 1940, and on the first day of each month 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 November, 1965.

The Mortgagee covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness 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 monthly payments on the principal that are next due on the note, or the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Grantee an adjusted premium charge of one per centum (1%) of the original principal amount 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 had continued to be insured until maturity; such payment to be applied by the Grantee upon its obligation to the Federal 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 Mortgagee will pay to the Mortgagee until the said note is fully paid, the following sums:

*See assignment, at 85-441*