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THIS INDENTURE, Made this 19th day of May, 1941, by and between Goorge F. Humphrey and Nina M. Humphrey, his wife of Lawrence, Kansas, Mortgagor, and The Lawrence National Bank, Lawrence, Kansas, a corporation organized and existing under the laws of United States, Mortgages:
WITHESSETH, That the Mortgagor, for and in consideration of the sum of Two Thousand and no/100 Dollars (\$2000.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgages, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

Lot Number three (3) Hosford's Second Addition to the City of Lawrence,

The Mortragor further agrees that should this mortrage and the note secured hereby not be eligible for insurance under the National Housing Act within eight (6) months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the

ment of any officer or authorized agent of the rederal housing Administration dates subsequent to the eight (8) months' time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, heredita ments am appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, manters, gas and electric light apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, rantles, gas and electric light fixtures, elevators, screens, screen doors, awmings, blinds and all other fixtures of whatevor 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 oll tanks and equipment erected or placed in or upon 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 prosent 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, the title and interest of the Mortangen of in and to the portgaged presse unto the Mortangen. For right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, for

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the promises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will we rant 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 Two Thousand and no/100 and mortgage is given to secure the payment of the principal sum of we incusand and no/100 - Dollars (\$2000.00), as evidenced by a certain premissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of four and one-half per centum $(4\frac{1}{2}\%)$ per annum on the unpaid balance until paid, principal and interest to be paid at the office of The Lawrence National Bank in Lawrence, Mansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Fifteen and 30/100- - Dollars (\$15,30), commencing on the Clark days of each provide here the control of the provided that the control of the paid of the provided that the control of the paid of the pa first day of July, 1941, and on the first day of each most thereafter, until the principal and intoreare fully paid, except that the firal payment of principal and interest, if not sooner paid, shall be due and payable on the first day of June, 1955.

The Mortgagor covenants and agrees as follows:

The Mortgagor 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, on 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 Mortgagor will pay to the Mortgagee until the said note is fully paid, the following sums:

is fully paid, the following sums:

(a) If this mortgage and the note secured hereby are insured under the provisions of the Mational If this mortgage and the note secured norcy are insured under the provisions of the authors. Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Kortgages in funds with which to discharge the said Mortgages's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The Mortgages shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments rade under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Feder Housing Administrator.

(b) A sum equal to the ground rents if any and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, primiums, taxes and assessments will

become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premium taxes and special assessments, before the same become 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 thereof shall be paid by the Mortgager each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

to one collowing stems in the order set forth

(1) prenium charges under the contract of insurance with the Federal Housing Administrator;

(11) ground rents, if any, taxes, assessments, fire and other hazard insurance premiums;

(111) interest on the note secured hereby; and

(11V) amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the

Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortragor prior to the due date of the mext such payment, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed two cents (2¢) for each dollar (\$1) of each payment more than fifteen (1t) days in arrears to cover the extra expense involved in handling delinquent payments.

3. That if the total of the payments smade by the Mortgager under (b) of paragraph 1 preceding shall exceed the amount of payments actually made by the Mortgager for ground rents, taxes and assessments or insurance premiums, as the case may be, such exceed shall be credited by the Mortgagee on subsequent payments of the same nature to be made by the Mortgager. If, however, the monthly payments made by the Mortgager under (b) of paragraph 2 preceding shall not be sufficient to pay ground rents, taxes and assessments or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay 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 insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note

for assignment, see 85.588

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