DOUGLAS COUNTY

of Dourlas. State of Kansas, to wit:

Lot 35, Fair Grounds Addition, an Addition to the City of Lawrence.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, heredita-ments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all appa-ratus, 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 pre-sent contained or hereafterplaced 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 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 ostate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever. And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises here-by conveyed, thathe 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-nine Hundred Pollars (\$3900.00), as evidenced by a certain promissory note of even date herwith, the terms of which are incor-porated herein by reference, payable with interest to be paid at the office of CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION in Topeka, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Twenty-one and 68/100 Dollars (\$ 21.68), commencing on the first TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, heredita-

y of February, 1968. 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 first day

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 propayment; 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 ori-ginal 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 Eddral Housing Cormissions are cased on the former of the fo such payment to be applied by the Grantee upon its obligation to the Federal Housing Commissioner on account of mortgage insurance.

agent . 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: (a) If this mort age and the note secured hereby are insured under the provisions of the National

(a) If this most age and the noto 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 insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obli-gation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagor all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to .

termination of its obligation to pay an end of this subsection which the Mortgagee has not obtain obligation of the provisions of this subsection which the Mortgagee has not obtain obligation of the provision of the ground rents if any and the taxes and special assessments next due on the pre-mises 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 therefore divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, 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 Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

A by this matery ha by the Mortgagor each month in a single paymone of the approach, including Commissioner; (I) premium charges under the contract of insurance with the Federal Housing Commissioner; (II) ground rents, if any, taxos, assessments, fire and other hazard insurance premiums; (III) interest on the note secured hereby; and (IV) amortization of the principal of said note. Any deficiency in the amount of such aggregate monthly payment shall, unless made good by

Any deficiency 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 defait under this mortgage. I Mortgagee may collect a "late charge" not to exceed two cents (2g) for each dollar (\$1) of each payment more than fifteen (15) days in arrears to cover the extra expense involved in handling delinquent payments. The

more than fifteen (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 Morthacor, under the of the array and a sessment of harray and by the Morthacor, under the of the other sessment of the same nature to be made by the Mortagor. If, however, the monthly payments, taxs and assessments or insurance premiums, as the case may be, when the same shall be credited by the Mortagor shall be or insurance premiums, as the case may be, when the same shall become due and payable, then the Mortagor shall be derived by the Mortagor shall be der of such aly of the provious of this mortgage resulting in a public sale of the premises covered hereby or if the Mort-gages acquires the property otherwise after default, the Mortgages shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remain-ing unpaid under said nde and shall properly adjust any payments which shall have been made under (a) of parag-rements. graph 2.

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4. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provisions has not been made hereinbefore, and in default thereof the Mort-

gages may pay the same. 5. That he will keep the premises above conveyed in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted. 6. That the Mortgagor will keep the improvements now existing or hereafter erected on the mort-6. That the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged premises, insured as may be required from time to time by the Mortgagee against loss by fire and other Maards, casualties and contingencies in such amounts and for such periods as it may require and will pay promot-ly, when due, any premiums on such insurance provisions for payment of which has not been made hereinbefore.

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