DOUGLAS COUNTY

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 Mortgagor of, in and to the mortgaged premises unto

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the Mortgagee, forever. And the Mortgager 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-nine Hundred Dollars (\$3900.00),

This mortgage is given to secure the payment of the principal sum of Thirty-nine Hundred Dollars (\$3900. 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 and one-half per centum $(4\frac{1}{20})$ per annum on the unpaid balance until paid, principal and interest to be paid at the office of Capitol Federal Savings and Loan Assoc-iation 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 day of May, 1943, 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 sconer paid, shall be due and payable on the first day of April, 1968.

April, 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 note, at the times and in the manur 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 in an amount equal to mater to maturity. Provided, however, that written notice of an intention to exerci-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 (20) 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 may to the Grantee an adjusted premium charge of one per centum (1%) of the original prin-cipal 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 Commissioner 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

the terms of the note secured hereby, the workgager will pay to the entropert entropy and the following sums: (a) If that 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 insurance pre-mium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation 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 Mortgage all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.

Housing Commissioner. (b) A sum equal to the ground rents if any and the taxos 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, premiums, taxes and assessments will become delinguent, such sums to be held by Mortgagee in trust to pay said ground ments, premiums, taxes and special assessments, before the same become delinguent.

(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:

(I) premium charges under the contract of insurance with the Federal Housing Commissioner;
 (II) ground rents, if any, taxes, assessments, fire and other hazard insurance premiums;
 (III) interest on the note secured hereby; and

(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 the Mortgagor prior to the due date of the next such payment, constitutate an event of default under this mortgage. The Mortgage may collect a "late charge" not to exceed two cents (2¢) for each dollar (\$1) of each payment 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 Mortgager under (b) of paragraph 2 preceding shall exceed the amount of payments actually made by the Mortgage for ground rents, taxes and assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgage on subsequent payments of the same nature to be made by the Mortgagor. If, however, the monthly payments made by the Mortgagor 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 Mortgage any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums of the mortgage shall be due. If at any time the Mortgagor shall tender to the Mortgage shall, in computing the amount of such indebtedness, credit to the the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebt edness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 2 hereof, which the Mort-gagee has not become obligated to pay to the Federal Housing Commissioner, 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 mortgage resulting in a public sale of the premises covered hereby or if the Mortgagee acquires the property otherwise after default, the Mortgagee 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 accoundated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under (a) of para-graph 2.

graph 2. 4. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision 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 mortgaged premises, insured as may be required from time to time by the Mortgage against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as it may require and will pay promptly, wh due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All inwher surance shall be carried in companies approved by the wortgagee and the policies and renewals thereof shall be held by it and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortbe held by it and have attached thereto loss payable clauses in favor of and in form acceptable to the Mort-gages. In event of loss he will give immediate notice by mail to the Mortgages who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgager and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgage at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the debt secured hereby, all right, title andinterest of the Mortgagor in and to any insurance policies then in

force shall pass to the purchaser or grantee.

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