

DOUGLAS COUNTY

rate after default or after maturity be lawful under present statutes; but if not, then at the maximum rate permissible under such statutes.

PREPAYMENT PRIVILEGE: Privilege is given to make additional payments on the principal of this indebtedness in sums of \$100 or multiples thereof on any date when interest becomes due and payable; provided, however, that the amount so paid during any year ending at an anniversary of the date from which interest accrues hereunder, added to obligatory principal payments, if any, falling due within such one year period, shall not exceed one-fifth of the principal sum payable under the terms of this instrument. Provided further that in the event of a bona fide sale by the maker hereof of the property which secures this indebtedness, payment in full or in part of the indebtedness may be made at, or at any time within 30 days after, the date of delivery of the deed in connection with such sale, such payment to be accompanied by a prepayment charge equivalent to 90 days interest on the amount paid.

The aforesaid owner agrees to keep the buildings upon the mortgaged real estate insured in such forms of insurance as may be required by the Mortgagee in insurance companies and in amount satisfactory to the Mortgagee, and the policies shall contain all proper clauses for the protection of the Mortgagee. If the owner shall fail to perform the above agreement the Mortgagee may declare the Mortgage in default, with the same appropriate penalties as recited in the Mortgage for other defaults, and may effect said insurance and all money paid therefor with interest at the penalty rate recited in said Mortgage shall be secured by and collectible under said Mortgage.

The parties who execute this agreement hereby agree that said mortgage shall continue a first lien upon the premises described therein, and further agree to perform each and every of the terms, covenants, conditions and agreements in said note and mortgage as herein modified.

IN WITNESS WHEREOF, the said HUBERT M. LEUF, a single man has hereunto set his hand and seal this 7th day of September, 1942.

Witness:

Hubert M. Leuf

STATE OF KANSAS, COUNTY OF DOUGLAS, ss.

BE IT REMEMBERED, that on this 4th day of Nov. A.D., 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came HUBERT M. LEUF, a single man, who is personally known to me to be the same person who executed the within and foregoing instrument, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

(SEAL) Term expires 9-4-44

C. B. Butell
Notary Public

Douglas
County, Kansas

Recorded Nov. 6, 1942, at 2:45 P.M.

Harold A. Beck Register of Deeds

Receiving No. 16248

Reg. No. 3247
Fee paid \$12.50

MORTGAGE

THIS INDENTURE, Made this 4th day of November, 1942, by and between Henry H. Asher and Frances B. Asher, his wife, of Lawrence, Kansas, Mortgagor, and The Lawrence National Bank, Lawrence, Kansas, a corporation organized and existing under the laws of United States of America, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Five Thousand and no/100 Dollars (\$5,000.00), 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:

Lot Number Two (2), less the North Twenty-five (N25) feet and all of Lot Number Three (3), in Block Number One (1) in Babcock Place, an addition to the City of Lawrence, 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 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 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 Five thousand and no/100 Dollars (\$5,000.00), 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 & one-half per centum (4½%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The Lawrence National Bank, in Lawrence, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Thirty-eight and 25/100 Dollars (\$38.25), commencing on the first day of December, 1942, 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, 1957.

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, 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

The Assignment of the Bank of Lawrence, Kansas, page 362
For Assignment see Book 87, page 433