MORTGAGE RECORD 88

Receiving No. 17422

Reg. No. 3416 Fee Paid \$15.00

MORTGAGE

THIS INDENTURE, Made this eighth day of May, 1943, by and between Carl J. Drake and Bessie M. Drake, husband and wife, of Lawrence, Douglas County, Kansas, Mortgagor, 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 Mortgagor, for and in consideration of the sum of Six thousand and no/100 - - ------Dollars (\$6000.00), 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 portion of the East 9 1/3 acres of the West one-half (\mathbb{W}_2^1) of the Northwest one-fourth (\mathbb{NW}_2^1) of the Northwest one-fourth (\mathbb{NW}_2^1) of Section 7 Township 13 South, Range 20 East, lying North of the of the Northwest one-fourth (NW_{4}^{-1}) of Section 7 Township 13 South, Range 20 East, lying North of the North line extended West, of the Southeast one-fourth (SE_{4}^{-1}) of the Northwest one-fourth (NW_{4}^{-1}) of the 4 2/3 acres, also heginning at a point six hundred (SdO) footnowith of the Southeast corner of the East 9 1/3 acres of the West one-half (W_{2}^{-1}) of the Northwest one-fourth (NW_{4}^{-1}) of the Southeast one-fourth (NW_{4}^{-1}) of the Southeast one-fourth (SE_{4}^{-1}) of the Northwest one-fourth (NW_{4}^{-1}) of the line extended West, of the Southeast one-fourth (SE_{4}^{-1}) of the Northwest one-fourth (NW_{4}^{-1}) of the Northwest one-fourth (NW_{4}^{-1}) of said Section 7, thence West 308 feet, thence South sixty (S60) feet, thence East three hundred eight (E308) feet to the point of beginning, containing one-half (1/2)(NW1) of the Northacre more or less,

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, mach-inery, 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 and appurtenances thereunto belonging, and the rents, issues and proits thereof; and also all apparatus, mach-inery, 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 fluture use or impro-ement 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 Mortgage.

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 Mortgage of, in and to the mortgaged premises unto the Mortgage, forever.
And the Mortgager covenants with the Nortgage that he is lawfully seized in fee of the premises hereby the title thereto forever against the claims and demands of all persons whomsover.
This mortgage is given to secure the payment of the principal sum of Six thousand and no/100 - - - - - Dollars (\$6000.00), 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 and one-half per continm (42%) 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 forty-five and 90/100 - - - - - - - Dollars (\$45.90), commencing on the first day of July, 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 July, 1943, and on the principal of and interest on the indebtodness evidenced by the said note, at the times and in therein provided. Frivilege 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 and at that time it is insured under the provisions of the National Bousing Act, he will pay to the Grantee an adjusted premium charge of one per centum (15) of the original principal 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 and at that time it is insured untif the provisions of 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:

(a) If this mortgage and the note secured hereby are insured under the provisions of the National Hous-ing 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 obliga-tion 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 Mortgagee shall, on the terminat-ion 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 Federar AN 7.7

made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the rederain the Mortgage 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 is 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, ground rents, 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 Mortgagee to the following items in the order set forth:

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

(IV) amortization of the principal of said note. Any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgager prior to the due date of the next 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 (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 1 preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes and assessments or in-surance premiums, as the case may be, such excess shall be credited by the Mortgagee 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 Mortgagee any amount necessary to make up the deficiency, on or before the date when payment of such ground

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