

DOUGLAS COUNTY

In Testimony whereof, I have hereunto set my hand, and affixed my Notarial Seal, the day and year last above written.
(SEAL) My commission expires October 1, 1949. Anne Snyder Notary Public

Recorded on July 18, 1946 at 10:05 A.M.

Harold R. Beck Register of Deeds

Receiving No. 28998

MORTGAGE

Registration No. 5046
Fees Paid \$6.25

This Indenture, Made this 17th day of July, 1946, by and between Marvin M. Baldwin and F. Marvelle Baldwin, his wife of Ottawa, Kansas, Mortgagor, and The Home Savings and Loan Association, a corporation organized and existing under the laws of the State of Kansas, Mortgagee:

Witnesseth, That the Mortgagor, for and in consideration of the sum of Twenty-Five Hundred and no/100 Dollars (\$2500.00), 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 Twelve (12) in Block Thirteen (13) of University Place Addition, an addition to the City of Lawrence, Douglas County, 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 free hold 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 mortgage 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 Twenty-Five Hundred and no/100 Dollars \$ 2500.00, 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 Five per centum (5%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The Home Savings and Loan Association in Ottawa, Kansas, or at such other place as the holder of the note may designate in writing: in monthly installments of Twenty-Three and 13/100 Dollars \$23.13, commencing on the first day of December, 1946, 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, 1958.

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 part, at anytime, provided, however, that written notice of an intention to exercise such privilege is given at least thirty days prior to pre-payment, and provided further that in the event the debt is paid in full prior to one year from date of first payment, three months' additional interest will be charged.

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) An installment of the ground rents, if any, and of the taxes and assessments levied or to be levied against the premises covered by this mortgage; and an installment of the premium or premiums that will become due and payable to renew the insurance on the premises covered hereby against loss by fire or such other hazard as may reasonably be required by the Mortgagee in amounts and in a company or companies satisfactory to the Mortgagee. Such installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee), less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium of premiums and taxes and assessments will become delinquent. The Mortgagee shall hold the monthly payments in trust to pay such ground rents, if any, premium or premiums and taxes and assessments before the same become delinquent.

(b) All payments mentioned in the preceding subsection 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) ground rents, if any, taxes, assessments, fire and other hazard insurance premiums;
- (II) interest on the note secured hereby; and
- (III) 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, constitute an event of default under this mortgage. The Mortgagee may collect a "late charge" not to exceed two cents (2c) 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 Mortgagor under (a) of paragraph 2, preceding shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes and assessments or insurance 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 (a) 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 secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor any balance remaining in the funds accumulated under the provisions of (a) 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 accumulated under (a) of paragraph 2 preceding, less a credit against the amount of principal then remaining unpaid under said note.

This mortgage

was written

at the original

mortgage

entered

this 17th

day of July

1946

at Ottawa,

Kansas

and is

correctly

reproduced

herein

by the

Register of Deeds

of Douglas County,

Kansas

on July 18, 1946

at 10:05 A.M.

for the purpose of

recording the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same

for the purpose of

providing a public

record of the same