

DOUGLAS COUNTY

all liens and charges by virtue hereof, are fully paid off and discharged, keep the improvements now or hereafter on said premises insured against all casualties which may be required by the second party, in companies and amounts satisfactory to second party during the existence of the debt hereby secured, and will keep all such policies of insurance constantly assigns, pledged and delivered to second party with the premiums thereon fully paid; and in default thereof said party of the second part may at his option effect such insurance in his own name, and the premium or premiums, costs, charges and expenses for effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which with eight per cent interest may be enforced and collected in the same manner as the principal debt hereby secured.

AND the said parties of the first part hereby covenant and agree that at the delivery hereof said ALEX LEO and FLORENCE E. LEO, husband and wife, are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances and that they will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part, his heirs or assigns forever; against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands the day and year first above written.

Alex Leo
Florence E. Leo

STATE OF MISSOURI)
COUNTY OF JACKSON)ss.

BE IT REMEMBERED, that on this 21st day of October, A. D., 1946 before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ALEX LEO and FLORENCE E. LEO, husband and wife, to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

(SEAL) My commission expires September 6, 1950

Donald R. Coulter
Notary Public

Recorded October 26, 1946 at 9:05 A.M.

Donald R. Beck Register of Deeds.

Receiving No. 30322

Reg. No. 5280
Fee Paid \$7.00

MORTGAGE

THIS INDENTURE, Made this 24th day of October, 1946, by and between Late James and Jessie P. James, his wife of Lawrence, Kansas., Mortgagor, and The Lawrence National Bank of Lawrence, Kansas., a corporation organized and existing under the laws of United States, Mortgagee:

WITNESSETH, That the Mortgagor for and in consideration of the sum of TWENTY EIGHT HUNDRED & no/100 Dollars (\$2800.00), 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 No. One (1) in George C. Smith's Addition to the City of Lawrence.

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 lawful 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 TWENTY EIGHT HUNDRED Dollars (\$2800.00) as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated by reference 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 FOUR & 80/100 Dollars (\$34.80) 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, 1954.

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 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 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 Administrator 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 paid, the following sums:

(a) If this 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 premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation 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 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 the Federal Housing 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 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 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.

This release
was written
on the original
mortgage

Entered
the 22nd day
of October
1946

Donald R. Beck
Register of Deeds
Donna J. White

Mrs. Donald Beck, Register of Deeds, for Douglas County, Kansas.
Whereby hereby acknowledged to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.
I, Donald R. Beck, Notary Public in and for the County and State aforesaid, came ALEX LEO and FLORENCE E. LEO, husband and wife, to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.