

DOUGLAS COUNTY

Reg. No. 5285
Fee Paid \$17.50

KANSAS MORTGAGE

THIS MORTGAGE, made the 26th day of October, A.D. 1946, Between WILLIAM P. YEAROUT, JR. and KATHRYN YEAROUT his wife of the City of Lawrence in the County of Douglas, and State of Kansas, parties of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, party of the second part,

WITNESSETH: That whereas the said parties of the first part are justly indebted to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA for money borrowed in the sum of SEVEN THOUSAND AND NO/100 - - DOLLARS, to secure the payment of which they have executed their promissory note, of even date herewith, for the principal sum of SEVEN THOUSAND AND NO/100 - - DOLLARS, with interest from date, until maturity, at the rate in said note set forth; being an instalment note by the terms of which the said parties of the first part agree to pay to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, or order, the principal and interest in monthly instalments as follows, namely:

Beginning on the 15th day of December, 1946, and on the 15th day of each month thereafter the sum of FORTY-TWO AND 42/100 Dollars and the balance of said principal sum due and payable on the 15th day of November 1966. The aforesaid monthly payments of FORTY-TWO AND 42/100 Dollars each are to be applied first to interest at the rate as aforesaid on the principal sum of SEVEN THOUSAND AND NO/100 --Dollars, or so much as shall from time to time remain unpaid, and the balance of each monthly instalment shall be applied on account of principal.

Said note provides that if any part of the principal or interest is not paid when due, all of the unpaid principal shall thereafter bear interest at the rate of four per cent. per annum, and said note is made payable to the order of said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA at its office in the City of Newark, New Jersey, or at such other place as the holder thereof may designate in writing in lawful money of the United States of America.

NOW THEREFORE, THIS INDENTURE WITNESSETH: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the City of Lawrence in the County of Douglas and State of Kansas, to wit:

Lot Sixty (60) and the South $\frac{1}{2}$ of Lot Fifty-nine (59) in FAIR GROUNDS ADDITION, an addition to the City of Lawrence, Douglas County, Kansas, according to the recorded plat thereof

This mortgage secures a loan guaranteed under Section 501 of the Servicemen's Readjustment Act of 1944, as amended, and Regulations issued under the Act and in effect on the date this loan is submitted and accepted or approved for guaranty shall govern the rights, duties and liabilities of the parties to such loan, and provisions of the loan instruments inconsistent with such regulations are hereby amended and supplemented to conform thereto.

The party of the second part may collect a "Late Charge" not in excess of an amount equal to Four per cent of any instalment paid more than fifteen days after due date.

AND the said parties of the first part expressly agree to pay all instalments of principal and interest of said note promptly as they become due, and to pay all taxes and assessments of every type or nature against said premises when they become due; and agree to pay all taxes which may be assessed upon this mortgage, note or the money secured hereby, without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof upon this mortgage. Upon violation of this undertaking or the passage by the State of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the mortgagee, or upon the rendering by any court of last resort of a decision that the undertaking by the mortgagors, as herein provided, to pay any tax or taxes, is legally imoperative, then and in any such event the debt hereby secured, without any deduction, shall at the option of the mortgagee, become immediately due and collectible, notwithstanding anything contained in this mortgage or any law heretofore enacted or hereafter to be enacted; and that they will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part, in some solvent incorporated insurance company or companies approved by the said party of the second part for a sum satisfactory to and for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein or assigns, and deliver the said policy or policies to the party of the second part or assigns, as collateral security for the debt hereby secured.

The said parties of the first part further agree to keep the buildings and other improvements on the said premises in as good condition and repair as they are at this date, and shall not permit nor suffer any waste in and to the property, or any part thereof, and any violation of this covenant shall, at the option of the party of the second part, render the whole of said principal sum and interest due and payable immediately.

And it is further provided and agreed by and between said parties hereto that if default shall be made in the payment of any instalment of interest and principal of said note, or any part thereof, when due; or if the taxes or assessments on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, or the insurance premiums as heretofore mentioned, or to deliver policy or policies of insurance as above required, then in such case the whole of said principal and interest shall, at the option of said second party or assigns, become due and payable, and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part or assigns to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payment as aforesaid; and it shall not be necessary for said party of the second part or assigns to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part or assigns may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of four per cent. per annum from date of payment, shall be a part of the debt secured and collectible under this mortgage; and the said party of the second part or assigns shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of four per cent per annum.

In case of foreclosure, said party of the second part, or assigns, shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of the premises, collect the rents and profits thereon and apply the same as the Court may direct, and any judgment for the foreclosure of this mortgage shall provide that all the land herein described shall be sold together and not in separate parcels.

It is agreed between the parties hereto that if party of the first part does not maintain the premises in reasonable repair the party of the second part or assigns may do so and may add to the indebtedness any reasonable expense necessary and proper for the maintenance or repair of the security.