

MORTGAGE RECORD 89

State of Kansas,
Douglas County, SS

Be it remembered that on the 14th day of November 1946, before me, the undersigned, a Notary Public in and for the county and State aforesaid, personally appeared Pearl Emick, the Secretary of the Douglas County Building and Loan Association, a corporation and who duly acknowledged the execution of the foregoing instrument in her official capacity and as the act and deed of said corporation.

In Witness Whereof, I have hereunto signed my name and affixed my notarial seal on the day and year last above written.

(SEAL) My commission expires May 5, 1948

Ruth V. Myers
Notary Public

Recorded November 15th, 1946 at 9:00 A.M.

Harold A. Beck

Register of Deeds

Receiving No. 30542

MORTGAGE

Reg. No. 5313
Fee Paid \$14.50

THIS INDENTURE, Made this 31st day of October, 1946, by and between Robert C. McHarg and Phyllis J. McHarg, his wife of Lawrence, Kansas, Mortgagor, and CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION, 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 Fifty-eight Hundred and no/100 Dollars (\$5800.00), 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 68 on Ohio Street in Fairground's Addition to the City of Lawrence, Douglas County, Kansas.
(It is understood and agreed that this is a purchase money mortgage)

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 purposes 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 Fifty-eight Hundred and no/100 Dollars (\$5800.00), 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 per centum (4%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of Capitol Federal Savings and Loan Association in Topeka, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Thirty and 62/100 Dollars (\$30.62), 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, 1971.

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 any 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 to 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 Commissioner on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payment 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 Commissioner for mortgage insurance premiums pursuant to the provisions of Title VI 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 payment made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Commissioner.
- (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 grounds rents, premiums, 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 Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:
 - (I) premiums charges under the contract of insurance with the Federal Housing Commissioner
 - (II) grounds 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.

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 (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.