

thereof or articles in substitution therefor, whether or not the same are, or shall be attached to said building or buildings in any manner. It is hereby agreed that to the extent permitted by law all of the foregoing property and fixtures are to be deemed and held to be a part of and affixed to the realty.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof thereunto belonging or in anywise appertaining unto the Mortgagee, its successors and assigns forever.

And the Mortgagor covenants with the Mortgagee that it is lawfully seized in fee of the premises hereby conveyed, that it has good right to sell and convey the same, as aforesaid, and that it 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
 ----- One Hundred Thousand and no/100 -----
 Dollars (\$100,000.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, made by Mortgagor, and payable to the Mortgagee, or order, with interest at the rate of
 ----- Four ----- per centum (4 %) per annum on the unpaid balance until
 paid, principal and interest payable at the office of CAPITAL 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, as follows:

Interest alone payable monthly on the first day of July, 19 48, and on the
 first day of each month thereafter to and including May 1, 19 49. Thereafter
 commencing on the first day of June, 19 49, installments of interest and principal
 shall be paid in the sum of ----- Four Hundred Fifty-eight & 35/100 ----- Dollars (\$ 458.33) each, such
 payments to continue monthly thereafter on the first day of each succeeding month until the entire
 indebtedness has been paid. In any event the balance of principal (if any) remaining unpaid, plus
 accrued interest, shall be due and payable on December 1, 19 51. The installments
 of interest and principal shall be applied first to interest at the rate of Four per centum
 (4 %) per annum upon the principal sum or so much thereof as shall from time to time remain
 unpaid, and the balance thereof shall be applied on account of principal.

The Mortgagor covenants and agrees as follows:

That it will pay the indebtedness at the times and in the manner as hereinbefore provided. Privilege is reserved to pay the debt in whole or in an amount equal to one or more monthly payments on principal next due, on the first day of any month prior to maturity upon at least thirty (30) days prior written notice to the holder. If this debt is paid in full prior to maturity and while insured under the National Housing Act, all parties liable for payment thereof hereby agree to be jointly and severally bound to pay to the holder hereof the adjusted premium charge referred to in Section 2, Article III, of the applicable Regulations for Section 603; provided that such adjusted premium charge shall not exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity and shall be subject to all exceptions contained in said Regulations.

That, in order more fully to protect the security of this mortgage, the Mortgagor, together with and in addition to, the monthly payments of principal and interest under the terms of the note secured hereby, will pay to the Mortgagee on the first day of each month after the date hereof until the said note is fully paid, the following sums:

- (a) If and so long as said note of even date and this mortgage are insured under the provisions of the National Housing Act, an amount sufficient to accumulate in the hands of the Mortgagee one month prior to its due date the annual mortgage insurance premium, in order to provide the Mortgagee with funds to pay such premium to the Federal Housing Commissioner pursuant to Section 608 of the National Housing Act, as amended, and Regulations thereunder.
- (b) A sum equal to the ground rents, if any, next due, plus the premiums that will next become due and payable on policies of fire and other hazard insurance covering the premises covered hereby, plus water rates, taxes and assessments next due 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, water rates, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, water rates, taxes, and special assessments.
- (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) premium charges under the contract of insurance with the Federal Housing Commissioner;
 - (ii) ground rents, if any, water rates, 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.

Any excess funds accumulated under (b) of the preceding paragraph remaining after payment of the items therein mentioned, shall be credited to subsequent monthly payments of the same nature required thereunder; but if any such item shall exceed the estimate therefor the Mortgagor shall without demand forthwith make good the deficiency. Failure to do so before the due date of such item shall be a default hereunder. In case of termination of the Contract of Mortgage Insurance by prepayment of the mortgage in full, or otherwise (except as hereinafter provided), accumulations under (a) of the next preceding paragraph hereof not required to meet payments due under the Contract of Mortgage Insurance, shall be credited to the Mortgagor. If the property is sold under foreclosure or is otherwise acquired by the Mortgagee after default, any remaining balance of the accumulations under (b) of the next preceding paragraph shall be credited to