35893 BOOK 94 36296 MORTGAGE

No. 0303

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THIS INDENTURE, Made this 19th day of July , 19 48, by and between

R. E. JOHNSON AND MARTHA K. JOHNSON, his wife , Mortgagor, and

of

THE FRUDENTIAL INSURANCE COMPANY OF AMERICA , a corporation organized and existing , Mortgagee:

Lots 34, 35, 36, 49, 50 and 51, all in Preezedale, an Addition to the city of Lawrence, Douglas County, Kansas.

This mortgage has been rerecorded in order to show the correct maturity date to be the first day of August, 1968, and the correct monthly instalments to be Forty-Six and 21/100 Dollars (\$46.21).

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, chattelf, furnaces, heaters, ranges, mantles, gas and 'electric light fixtures, elevators, screens, screen doora, 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 creted 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 on fastures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any dher purpose appertaining to the present or future use or improvement of the said real estate by such attachment thereto, or tot, all of which apparatus, machinery, chattels and fixtures shall be condiced a sunnexed 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 Mortgage, 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 whomever

This mortgage is given to secure the payment of the principal sum of SEVEN THOUSAND THREE HUNDRED AND NO/100----- --- Dollars (\$07, 300.00). 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 and one-half per centum ( laf %) per annum on the unpaid balance until paid, principal and interest to be paid at the office of THE FRUDENTIAL INSURANCE COMFANY OF

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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  $(1/\tau)$ .

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