

33491 BOOK 95 MORTGAGE

No. 6940

, 19 49 , by and between

, a corporation organized and existing

. Mortgagee:

The Lawrence Mational Bank of Lawrence, Kansas

under the laws of United States

WITNESSETH, That the Mortgagor, for and in consideration of the sum of FOUR THOUSAND & no/100 • Dollars (\$ 4000.00); 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. Fifteen (15), in Block No. Six (6), in Haskell Flace, an 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, fattures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fattures, elevators, screens, screen doors, awnings, blinds and all other fatures 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, of for any other purpose appertaining to the present or future use or improvement of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as aninexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgager of, in and to the mortgaged premises unto the Mortgage, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully solved 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 FOUR THOUSAND a no/100 • • Dollars (\$4,000.00 ·), 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 & comball** per centum ($4\frac{1}{2}$ %) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The lawrence, Lansa, or

The Larrence Mational Bank in Lawrence, Kansas. , or at such other place as the holder of the note may designate in writing, in monthly installments of THENTF JTHE & 32/400 • • • Dollars (\$ 25, 32), commencing on the first day of July , 19 49, and on the first day of each month thereafter, until the principal and interest are folly paid, except that the final payment of principal and interest, if not soomer paid, shall be due and payable on the first day of June , 19 69.

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 is 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 growided *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 (15) of the original principal amount thereof, except that in no event shall the adjusted 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 payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagoe until the said note is fally 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-tweifth (%), of the annual mortgage insurance premium for the purpose of putting the Mortgage in funds with which to discharge the said Mortgage's obligation to the Federal Housing Commissioner for mortgage insurance premiums pursuant to the applicable provisions 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 Mortgage's all payments made under the provisions of the Mortgage's and the Mortgage's applications therein the mortgage insurance premiums, credit to the account of the Mortgage's and the Mortgage's and the Mortgage's applications therein the Mortgage's applications therein the Mortgage's applications and the Mortgage's applications and the Mortgage's applications applied to pay to the Federal Housing Commissioner.