

MORTGAGE LOAN #3891-DC

This Indenture, Made this 22nd day of August, 1949, by and between

Howard E. Nelson and Thelma L. Nelson, husband and wife,

of Overland Park, Kansas

Mortgagor, and

The Home Savings and Loan Association, a corporation organized and existing under the laws of the State of Kansas,
Mortgagee:

Witnesseth, That the Mortgagor, for and in consideration of the sum of Three Thousand and no/100 - - - - - Dollars (\$ 3,000.00), 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:

The West Fifteen (15) feet of Lot One Hundred Four (104) and
all of Lot One Hundred Five (105), High Street, Baldwin
City, Douglas County, Kansas.

(It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor by said mortgagee, and any and all indebtedness in addition to the amount above stated which said mortgagor, or any of them, may owe to said mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts secured hereunder, including future advances, are paid in full with interest.)

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; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, green 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 purpose 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 mortgage and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Three Thousand and no/100 - - - - - Dollars (\$ 3,000.00), 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 - - Six - - per centum (6%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The Home Savings and Loan Association in Ottawa, Kansas, or at such other places as the holder of the note may designate in writing, in monthly installments of Twenty Five and 32/100 - - - - - Dollars (\$ 25.32), commencing on the first day of September, 1949, 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 August, 1964.

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 part, at anytime, provided, however, that written notice of an intention to exercise such privilege is given at least thirty days prior to pre-payment, and provided further that in the event the debt is paid in full prior to one year from date of first payment, three months' additional interest will be charged.

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 Mortgagee until the said note is fully paid, the following sums:

(a) An installment of the ground rents, if any, and of the taxes and assessments levied or to be levied against the premises covered by this mortgage; and an installment of the premium or premiums that will become due and payable to renew the insurance on the premises covered hereby against loss by fire or such other hazard as may reasonably be required by the Mortgagee in amounts and in a company or companies satisfactory to the Mortgagee. Such installments shall be equal respectively to one-twelfth (1/12) of the annual ground rent, if any, plus the estimated premium or premiums for such insurance, and taxes and assessments next due (as estimated by the Mortgagee), less all installments already paid therefor, divided by the number of months that are to elapse before one month prior to the date when such premium or premiums and taxes and assessments will become delinquent. The Mortgagee shall hold the monthly payments in trust to pay such ground rents, if any, premium or premiums and taxes and assessments before the same become delinquent.

(b) All payments mentioned in the preceding subsection 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:

This mortgage was written on the original mortgage, and is a true and correct copy of the original mortgage, as the same appears from the records of the County of Douglas, State of Kansas, on the 19th day of August, 1949.

Notary Public

The debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it of record.
THE HOME SAVINGS AND LOAN ASSOCIATION,
By J. D. Vossler, Secretary
Ottawa, Kansas, December 1, 1950