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39180 BOOK 96

This Mortgage, made the 7th day of October, A. D. 1949.

Between

BERNARD F. KENNEDY AND BERNICE F. KENNEDY, husband and wife

of the City of Lawrence

in the County of Douglas, and State of Kansas,

parties of the first part, and

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, party of the second part.

Witnesseth: That whereas the said parties of the first part are justly indebted to

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA for money borrowed in the sum of

ONE THOUSAND FIVE HUNDRED AND NO/100 ----- DOLLARS,

to secure the payment of which they have executed their promissory note, of even date herewith, for the principal sum of

ONE THOUSAND FIVE HUNDRED AND NO/100 ----- DOLLARS,

with interest from date until maturity, at the rate in said note set forth; being an installment note by the terms of which the said parties of the first part agree to pay to THE PRUDENTIAL INSURANCE COMPANY

OF AMERICA, or order,

the principal and interest in monthly instalments as follows, namely:

Beginning on the 1st day of December, 1949, and on the 1st day of each month thereafter the sum of ELEVEN AND 10/100 ----- Dollars and the balance of said principal sum due and payable on the 1st day of January

1950. The aforesaid monthly payments of ELEVEN AND 10/100 -----

Dollars each are to be applied first to interest at the rate as aforesaid on the principal sum of

ONE THOUSAND FIVE HUNDRED AND NO/100 ----- Dollars,

or so much as shall from time to time remain unpaid, and the balance of each monthly instalment shall be applied on account of principal.

Said note provides that if any of the principal and interest is not paid when due, all of the unpaid principal and interest then accrued shall thereafter bear interest at the rate of ^{Four} per cent. per annum, and said note is made payable to the order of said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

at its office in the City of Newark, New Jersey, or at such other place as the holder thereof may designate in writing, in lawful money of the United States of America.

Now, therefore, this Indenture Witnesseth: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the City of Lawrence in the County of Douglas and State of Kansas, to wit:

LOT NO. FORTY NINE, (49) IN FAIR-GROUNDS ADDITION, AN ADDITION TO THE CITY OF LAWRENCE, IN DOUGLAS COUNTY, KANSAS.

This Mortgage is subject and second to a Mortgage to THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, dated October 7, 1949, to secure \$4,800.00, insured by the Federal Housing Administration.

This mortgage secures a loan guaranteed under Section 505 of the Servicemen's Readjustment Act of 1944, as amended, and Regulations issued under the Act and in effect on the date this loan is submitted and accepted or approved for guaranty shall govern the rights, duties and liabilities of the parties to such loan, and provisions of the loan instruments inconsistent with such regulations are hereby amended and supplemented to conform thereto.

The party of the second part may collect a "Late Charge" not in excess of an amount equal to Four per cent on any installment paid more than fifteen days after due date.

It is agreed between the parties hereto that if party of the first part does not maintain the premises in reasonable repair the party of the second part or assigns may do so and may add to the indebtedness any reasonable expense necessary and proper for the maintenance or repair of the security.