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## MORTGAGE

THIS INDENTURE, Made this of Lawrence, Kansas and Loan Association

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## 21st day of July , 1950 , by and between Carl W. Mettner, Jr. and Dorothy Mae Kettner, husband and wife awrence. Kansas The Lawrence Building

, a corporation organized and existing under the laws of Kansas , Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Soventy-five Hundred Dollars and no/100---- Dollars (\$ 7500.00 ), 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 property, situated in the county of Douglas State of Kansas, to wit:

Lot No. Seventy (70) in Fair Grounds Addition, an Addition to the City of Lawrence. in Douglas County France

together with the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues together with the tenements, nereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof (provided, however, that the Mortgagor shall be entitled to collect and retain the said rents; issues, and profits until default hereunder) and all fatures now or hereafter attached to or used in connection with the premises herein described and in addition thereto the following household appli-ances, which are, and shall be deemed to be, fixtures and a part of the reality, and are a portion of the security; of the indebtedness herein mentioned:

## TO HAVE AND TO HOLD the above described property unto the Mortgagee, forever.

Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed (or has such other estate as is stated hereinbefore), that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the aforesaid title thereto against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum aforesaid as evidenced by a cer-tain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of four per centum (4 %) per annum on the unpaid balance multi paid, principal and interest to be paid at the office of The Lawrence Building and Loan Association interests to be paid at the outcoin the Lawrence Building and Loan Association in Lawrence, Kansas or at such toker place at the holder of the note may designate in writing delivered or mailed to the Mort-gagor, in monthly installments of fifty-five and 50/100--- Dollars (\$55.50 ), commencing on the first day of August , 1950, and continuing on the first day of each month thereafter, until aid note is fully paid, except that, if not sconer paid, the final payment of principal and interest shall be due and payable on the first day of July , 1965

## The Mortgagor covenants as follows:

1. 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 prepay at any time, without premium or fos, the attric indebtdeness or any part thereof not less than the amount of one installment, or one hundred dollars. (\$100.00), whichever is less.

2. Together with, and in addition to, the monthly payments of principal and interest payable under terms of the note secured hereby, the Mortgagor will pay to the Mortgagee until the said note is fully naid:

(a) A sum equal to the ground rents if any and the taxes and special assessments next due on the premises covered by this mortgage, plus the premimes that will next become due and payable on policies of fire and other baser insurance on the premises covered hereby (all as estimated by the Mortgages, and of which the Mortgagor is notified), 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, taxes and assessments will become delinquent, such sums to be held by Mortgages in trust to may and ground rents, resulting a such such as a superfixed by the sum of the such sums to be held by Mortgages in trust to may and ground rents. ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said ground rents, premiums, taxes and special assessments, before the same become delinquent.

(b) The aggregate of the amounts payable pursuant to subparagraph (a) and these payable on the node secured hereby, shall be paid in a single payment each month, to be applied to the follow-ing items in the order stated:

sments, fire and other hazard insurance premiums (1) ground rents, if any, taxes, assessments, (1) interest on the note secured hereby; and (11) amortization of the principal of said note.

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