

42371

BOOK 29

MORTGAGE LOAN #3767

This Indenture, Made this 29th day of November, 1950, by and between

Howard E. Nelson and Thelma L. Nelson, husband and wife,
of Baldwin, Kansas Mortgagee, andThe 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
 Thirty Five Hundred and no/100 Dollars (\$ 3500.00), 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 principal sum 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 appur-
 tenances 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, screen 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, light-
 ing, 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

Thirty Five Hundred and no/100 Dollars (\$ 3500.00), 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 Nine and 54/100 Dollars (\$ 29.54),
 commencing on the first day of December, 1950, 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 November, 1955.

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.