

AS ADDITIONAL SECURITY for the performance of each and every obligation hereby secured Mortgagor hereby assigns to Mortgagee (with accountability only for sums actually received by it) all rents, royalties, or other income due or to become due under any or all leases or rental agreements now or hereafter on or affecting said premises or any part thereof, or otherwise due or to become due for the use or occupation thereof or the taking of oil, gas or other hydrocarbon substances therefrom, reserving to Mortgagor, however, so long as no default occurs in any such obligation, the right to collect and retain such rents, royalties and other income as they become due and payable; and should the premises, or any part thereof, be condemned under the power of eminent domain, the damages awarded, to the extent of all indebtedness hereby secured, shall be paid to and are by Mortgagor hereby assigned to Mortgagee, which shall pay or apply the same in the manner and to the extent herein provided for insurance money.

MORTGAGOR HEREBY COVENANTS AND AGREES WITH MORTGAGEE THAT:

1. Until all indebtedness hereby secured be fully paid, Mortgagor shall before delinquency pay all taxes, assessments, and charges, general or special, levied or charged against said premises or any part thereof, and deliver to Mortgagee satisfactory evidence of such payment, and Mortgagor shall constantly keep said buildings and improvements insured in form, amount and company or companies satisfactory to Mortgagee, against loss by fire, windstorm and such other hazards as Mortgagee may reasonably require, with customary mortgagee's clauses in favor of Mortgagee, and keep the policy or policies therefor deposited with Mortgagee, which may demand, collect and receive any or all money becoming payable thereunder and at its option apply the same or any part thereof on such item or items of such indebtedness as it may determine, whether then due or not, or without affecting the amount hereby secured or any right of Mortgagee hereunder, pay the same or any part thereof to Mortgagor or otherwise for the repair or reconstruction of such buildings or improvements so damaged or destroyed; and Mortgagor shall put and keep said premises in good condition and repair and free from all liens and claims of every kind which may be prior hereto, and shall commit no waste thereon, and shall obey all laws, ordinances and governmental regulations applicable to said premises or the use or occupancy thereof; and should Mortgagor fail to fully perform any of the obligations hereby secured, then Mortgagee may at its option and without affecting its right to foreclose this mortgage for such default, do or cause to be done in effect such acts as Mortgagor was so obligated to do, and Mortgagor shall on demand repay to Mortgagee the amount of all costs and expenses thereof so paid by Mortgagee with interest thereon at ^{ten} ~~eight~~ per cent per annum from date of such payment by Mortgagee until so repaid by Mortgagor.

2. If default be made in payment of any indebtedness evidenced by said note, or any interest thereon, when due, or in the faithful performance of any obligation of Mortgagor secured hereby or contained in any other instrument evidencing or securing such indebtedness, then the entire principal of such indebtedness and the accrued interest thereon shall at Mortgagee's option become immediately due and payable.

3. In case of default under any obligation hereby secured, this mortgage may be foreclosed and Mortgagee shall be entitled to judgment for all sums hereby secured and for costs, including the cost of any title evidence incident to such foreclosure, all of which shall be an additional charge against said premises and secured by this mortgage, and to a decree for the sale of said premises in satisfaction of such judgment foreclosing each and every right and equity of Mortgagor or any person claiming under him in or to said premises. At any such sale the said premises may be sold as a whole or in parcels as Mortgagee may determine, and Mortgagee shall have the right to bid for and purchase same, or any part thereof. The proceeds of any such sale shall be paid and applied in the following order: (a) on the costs and expenses of such sale or foreclosure proceedings, including cost of title evidence; (b) to Mortgagee on the unpaid principal balance of all indebtedness hereby secured, including all sums advanced or expended by Mortgagee hereunder; (c) to Mortgagee on all interest due on said indebtedness including such advances and expenditures; and (d) the remainder, if any, to the Mortgagor or other person lawfully entitled thereto.

4. Mortgagee may at any time and from time to time without notice and without affecting the personal liability of any person for payment of any indebtedness hereby secured or the lien hereof on the remainder of said premises, do any or all of the following: (a) release any person liable for any indebtedness hereby secured; (b) release any part of said premises from the lien hereof; (c) by agreement with any person obligated on any indebtedness hereby secured or having any interest in said premises extend or renew all or any part of said indebtedness.

5. Mortgagor hereby waives, so far as lawfully may be, each and every benefit under the homestead, exemption, redemption, stay or appraisal laws of the State of Kansas. Should this instrument be executed by more than one person as Mortgagor, each and every obligation of Mortgagor herein set out shall be joint and several. Each and every provision hereof shall bind and inure to the benefit of the parties hereto and their respective assigns and successors in interest.

IN WITNESS WHEREOF, said Mortgagor has hereunto set his hand and seal the day and year first above written.

x *Donald Howard McConnell* (SEAL)

x *Bertie Grace McConnell* (SEAL)

STATE OF KANSAS

COUNTY OF Douglas

BE IT REMEMBERED that on this 29th day of April, 1954, before me the undersigned, a Notary Public in and for said county and state, personally appeared Donald Howard McConnell and Bertie Grace McConnell, his wife who ~~is~~ (are) personally known to me to be the same person(s) who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



My commission expires July 27, 1955

Gayle E. Doster
Notary Public in and for said County and State

Recorded April 30, 1954 at 3:45 P.M.

Harold A. Beck Register of Deeds