

in companies approved by the mortgagee and agrees that the policy of insurance shall have attached thereto a mortgage clause, making the loss payable to the mortgagee as its interest may appear, and to provide for the payment of such taxes and insurance it is agreed that the mortgagor may pay to the mortgagee in equal monthly installments on the first day of each month after the date hereof such a sum as will be sufficient on semi-annual installment date to re-pay the said mortgagee all amounts advanced by it for taxes and insurance premiums during such six months period with interest thereon at six per centum per annum.

In the event any sum of money becomes payable under such policy of insurance the said mortgagee may at its option receive and apply the same on the indebtedness hereby secured, or may permit the mortgagor to receive and use it or any part thereof for the purpose of rebuilding or repairing the damaged premises.

The said mortgagor agrees to keep all buildings and other improvements upon said premises in as good repair and condition as the same are in at this date and not to commit or permit waste, and further agrees that said mortgagee may, at its option, at any time enter upon said property and make such repairs thereto as may be necessary, in the opinion of said mortgagee, to prevent its deterioration and to advance for the benefit of said mortgagor such sum or sums as may be necessary for the payment of such repairs and the sum so advanced, however evidenced, whether by note, check or book account, shall be repaid by said mortgagor to said mortgagee, with interest at the same rate as provided in the original note and this mortgage, and shall be an additional lien upon said premises and secured by this mortgage.

It is further agreed that all gas and electric light fixtures, heaters, furnaces, mantels, screens, screen doors, awnings, gas and oil tanks, bathroom and kitchen equipment and all other equipment located or which shall hereafter be located or installed on and used in connection with said premises, whether or not the same would otherwise be by law held to be fixtures, shall be and are hereby deemed to be fixtures and a part of the real estate included in this mortgage.

In the event the property described herein or any part thereof shall be taken by the power of eminent domain, the entire award shall be paid to the mortgagee and applied upon said indebtedness and the said mortgagee is hereby authorized to receive such award and in the name of the mortgagor to receipt therefor. In case the award, in the opinion of the mortgagee, is inadequate to cover the value of the property taken and the damage to the property, the mortgagee, in the name of the mortgagor, may make an appeal or appeals as it deems advisable, and do all things necessary to perfect such appeal.

If default be made in the payment of any installment of said note when due and such default continues until the due date of the succeeding installment as provided by said note or if default be made in any of the covenants or conditions of this mortgage, then the mortgagee may, at its option, declare the remainder of said debt and all sums secured by this mortgage immediately due and payable and interest shall thereupon accrue on all of such indebtedness at the rate of ten per centum per annum and this mortgage may be foreclosed. If suit be filed for the foreclosure of this mortgage, the abstract must be extended at the expense of the mortgagor and the amounts so paid shall be repaid by the mortgagor to the mortgagee with interest at the rate of 10 per centum per annum and shall be secured by this mortgage. Failure of the mortgagee to exercise such option shall not constitute a waiver of right to exercise the same at any other time as to such default or as to any subsequent default.

The said mortgagor does hereby expressly waive the benefit of the homestead and exemption laws of the State of Kansas.

If more than one execute this mortgage the word "mortgagor" when used herein shall be construed as plural.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year last above written.

Margaret M. Wempe (SEAL)

M. W. Wempe (SEAL)

Dale Babbitt (SEAL)

Norma L. Babbitt (SEAL)

State of Kansas Douglas

County, ss.

BE IT REMEMBERED, That on this 31th day of January A. D. 1955

before me, the undersigned

in and for said county and state came Dr. W. W. Wempe and

Margaret M. Wempe, his wife, and Dale Babbitt

and Norma L. Babbitt, his wife who are to me personally known to be the same persons 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 Notary Seal on the day and year last above written.

Alice Patee

Notary Public

My Commission Expires Oct. 27, 1955

Recorded January 17, 1955 at 3:11 PM

RELEASE

The note herein described having been paid in full, this mortgage is hereby released, and the lien thereby created discharged. AS WITNESS MY HAND, This 6th day of October A. D. 1964.

ATTEST: Ruth Lancaster Ass't SECRETARY

ALLIANCE MUTUAL CASUALTY COMPANY
J. J. Minkusback President

(Corp. Seal)