this mortgage resulting in a public sale of the premises covered hereby, or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note, and shall properly adjust any payments which shall have been made under (a) of paragraph 2 [illegible]

4. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and in default thereof the Mortgagee may pay the same.

5. That he will keep the premises above conveyed in as good order and condition as they are now and will not commit or permit any waste thereon, reasonable wear and tear excepted.

6. That the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged premises insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as it may require and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the debt secured hereby, all right, title and interest of the Mortgagor in and to the insurance policies then in force shall pass to the purchaser or grantee.

7. That if the Mortgagee [illegible] insurance premiums, repairs or other improvements on the premises covered hereby, the Mortgagee may pay the same and all sums so advanced, with interest thereon at the rate of [illegible] per cent per annum from the date of such advance, shall be payable on demand and be secured hereby.

8. That if there shall be default in any of the terms, conditions or covenants of this mortgage or of the note secured hereby, then [illegible] the Mortgagee to the Mortgagor shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall also have the right to enter into the premises and take possession of the mortgaged premises [illegible] In the event of any default as herein described, [illegible] appointment is hereby waived.

9. The Mortgagor [illegible] and the [illegible] shall be liable for insurance premiums [illegible] statement of the effective rate [illegible] Commission [illegible] insurance and [illegible] or the holder of the note [illegible]

10. The Mortgagor [illegible] hereby are secured under the provisions of the National Housing Act, [illegible] recording [illegible] on the [illegible] of any covenant or agreement contained in this mortgage, the Mortgagee may, at its option, declare the whole balance of the debt secured hereby immediately due and payable.

11. Notwithstanding any contrary provision in the Mortgage [illegible] covenants [illegible] shall inure to the benefit of the Mortgagee [illegible] executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

12. IN WITNESS WHEREOF, the Mortgagor [illegible] hereunto set his hand(s) the day and year first above written.

Theodore N. Eubanks [SEAL]

Clara E. Eubanks [SEAL]

STATE OF KANSAS,

COUNTY OF [illegible]

Be it remembered that on this [illegible] day of October [illegible] before me, the undersigned, a Notary Public in and for said County and State aforesaid, came [illegible] personally known to be the same persons who executed the above and foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

[illegible]
Notary Public

My Commission expires [illegible]

Recorded October 13, 1954 at 9:35 A.M. Harold A. Beck Register of Deeds