

10 (a) That the mortgagee may collect a late charge not to exceed four (4) cents for each dollar (\$1.00) of each payment more than ten (10) days in arrears to cover the extra expense involved in

Handling delinquent payments:

11. That in the event ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the Party of the First Part, the Company may, without notice to the Party of the First Part, deal with such successor or successors in interest with reference to this mortgage and the note hereby secured, either by way of forbearance on the part of the Company or extension of the time of payment of the debt or any sum hereby secured, without in any way releasing, discharging, modifying, changing or in any wise affecting the lien of this mortgage or the original liability of the Party of the First Part on the note hereby secured, either in whole or in part.
12. That if default be made in the payment of said note or any part thereof or of any instalment due in accordance with the terms thereof, either of principal or of interest, or in the performance of any of the covenants, agreements or conditions herein contained, time and the exact performance of each and all of First Party's covenants and obligations hereunder being material and of the essence hereof, then, and in either or any such case, or at any time during the continuance of such default, the entire principal sum remaining at that time unmatured together with all interest accrued thereon, shall, at the election of the said Company or of the legal holder or holders of said note, and without notice of such election, at once become and be due and payable at the place of payment aforesaid, anything in said note or herein contained to the contrary notwithstanding, and thereupon the said Company or the legal holder or holders of said note shall have the right to immediately foreclose this mortgage and shall have all other rights and remedies that the law and equity provide, and, in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.
13. That in any and every suit brought to foreclose this mortgage, the sum expended by the said Company in having the abstract of title to said premises continued to date shall be secured hereby and included in any decree of foreclosure. In every foreclosure suit the Court, upon application by the said Company, shall appoint a receiver for the land and premises above described and mortgaged, with power to enter upon, cultivate and operate said premises and collect the rents, issues and profits therefrom, and apply the same as the Court may direct, with the usual powers of receivers in such cases.

Broken Always that whenever said Party of the First Part shall have fully paid the indebtedness hereby secured, with all the interest thereon, and shall have well and truly performed all and singular the covenants and agreements hereinabove expressed, then all such covenants and agreements shall cease and determine, but not otherwise, and said Party of the First Part shall be released to a satisfaction of this mortgage.

In Witness Whereof, the said Party of the First Part have hereunto set their hand^s the day and year first above written.

Thomas Henry Lovell
Thomas Henry Lovell
Malissa R. Lovell
Malissa R. Lovell

Signed and Delivered in the Presence of:

STATE OF KANSAS
COUNTY OF **DOUGLAS**

W. B. McCarroll that on this **31st** day of **May** 19**58**.
before me, the undersigned Notary Public within and for said County and State, personally came

THOMAS HENRY LOVELL and MALISSA R. LOVELL



and the same person^s who executed the foregoing instrument, and duly acknowledged the execution of the

W. B. McCarroll, I have hereunto set my hand and affixed my official seal the day and year last above written.

Norma W. McCarroll
Notary Public
Norma W. McCarroll

June 17th, 1961

Recorded June 2, 1961 at 11:11 A.M.

Harold J. Beck, Register of Deeds
By *James Wilson*, Deputy

James Wilson
Harold J. Beck
By *James Wilson*