

7. All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto, respectively.
8. Notwithstanding anything in this mortgage or the note secured hereby to the contrary, neither this mortgage nor said note shall be deemed to impose on the Mortgagors any obligation of payment, except to the extent that the same may be legally enforceable; and any provision to the contrary shall be of no force or effect.
9. Any award of damages under condemnation for injury to, or taking of, any part or all of said property is hereby assigned to Mortgagee with authority to apply or release the moneys received, as above provided for insurance loss proceeds.
10. In the event any monthly instalment (whether payable under the note or this mortgage or both) is not paid within fifteen days from the date it is due, Mortgagors agree to pay, if charged by the Mortgagee, a "late charge" of not more than four cents for each dollar so overdue, to cover extra expense involved in handling delinquent payments.
11. If requested by Mortgagee, Mortgagors agree to deposit with Mortgagee monthly or other periodic payments as specified in such request, of a sum which shall be sufficient to pay taxes, special assessments, ground rents and other charges and fire and other hazard insurance premiums as they become due, all as estimated by Mortgagee, which said sums shall be held by Mortgagee in trust, to pay such taxes, assessments, rents, charges and premiums. If at any time the fund so held by Mortgagee shall be insufficient to pay any tax, assessment, rents, charges or premiums, Mortgagors shall, upon receipt of notice thereof, deposit with Mortgagee such additional funds as may be necessary to remove such deficiency.

IN WITNESS WHEREOF, said Mortgagors have hereunto set their hands the day and year first above written.

Clarence H. Schaake
Clarence H. Schaake

Hazel D. Schaake
Hazel D. Schaake

STATE OF KANSAS

Douglas

County.

ss.

7th

day of

April

A. D. 19 59.

Be it remembered that on this

J. Underwood

a notary public in and for the county and state aforesaid, duly commissioned and qualified, personally came

Clarence H. Schaake and Hazel D. Schaake, his wife,

who are personally known to me and known to me to be the same persons who executed the foregoing instrument of writing as Mortgagors, and such persons duly acknowledged the execution of the same.

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

My commission expires September 18th, 1962

My Commission Expires Sept. 18, 1962

J. Underwood,

Notary Public.



*type notary's name
and his signature*

Recorded on April 9, 1959 at 9:30 A.M.

Harold A. Beck Register of Deeds