

PROVIDED ALWAYS and this instrument is executed and delivered to secure the payment of the sum of Fifteen Thousand and No/100 (\$15,000.00) ----- DOLLARS, with interest thereon, and such charges and advances as may become due to the mortgagee under the terms and conditions of the promissory note of even date herewith, secured hereby, executed by mortgagee to the mortgagee, the terms of which are incorporated herein by this reference, payable as expressed in said note, and to secure the performance of all of the terms and conditions contained in said note.

IT IS the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagee, or any of them, by the mortgagee, and any and all indebtedness in addition to the amount above stated which the said mortgagee, or any of them may owe to the mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts secured hereunder, including future advances, are paid in full with interest; and upon the maturing of the present indebtedness for any cause, the total debt on any such additional loans shall at the same time and for the same specified cause be considered matured and draw ten per cent interest and be collectible out of the proceeds of sale through foreclosure or otherwise.

Mortgagee agrees to keep and maintain the buildings now on said premises or which may be hereafter erected thereon in good condition at all times, and not suffer waste or permit a nuisance thereon.

Mortgagee also agrees to pay all costs, charges and expenses reasonably incurred or paid at any time by mortgagee, including abstract expenses, because of the failure of mortgagee to perform or comply with the provisions in said note and in this mortgage contained, and the same are hereby secured by this mortgage.

Mortgagee hereby assigns to mortgagee the rents and income arising at any and all times from the property, mortgaged to secure this note, and hereby authorizes mortgagee or its agent, at its option, upon default, to take charge of said property and collect all rents and income and apply the same on the payment of insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenable condition, or other charges or payments provided for in this mortgage or in the note hereby secured. This assignment of rents shall continue in force until the unpaid balance of said note is fully paid. It is also agreed that the taking of possession hereunder shall in no manner prevent or retard mortgagee in the collection of said sums by foreclosure or otherwise.

If said mortgagee shall cause to be paid to mortgagee the entire amount due it hereunder and under the terms and provisions of said note hereby secured, including future advances, and any extensions or renewals thereof, in accordance with the terms and provisions thereof, and comply with all the provisions of said note and in this mortgage contained, then these presents shall be void; otherwise to remain in full force and effect, and mortgagee shall be entitled to the immediate possession of all of said premises and may, at its option, declare the whole of said note due and payable and have foreclosure of this mortgage or take any other legal action to protect its rights, and from the date of such default all items of indebtedness hereunder shall draw interest at the rate of 10% per annum. Appraisal and all benefits of homestead and exemption laws are hereby waived.

WHENEVER USED, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

This mortgage shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

In Witness Whereof, said mortgagee has hereunto set his hand the day and year first above written.

Galley A. Whitney
Galley A. Whitney
Fern C. Whitney
Fern C. Whitney

4. MORTGAGE

1M-3-59

ACKNOWLEDGMENT

STATE OF KANSAS,

County of Douglas) ss.Be it remembered, that on this thirdday of SeptemberA. D. 19 60before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Galley A. Whitney and Fern C. Whitney,husband and wife,

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

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

(SEAL)

COUNTY, KANSAS

LeRoy A. Wahaus
LeRoy A. Wahaus,

Notary Public.

My Commission expires

May 119 62

Recorded September 6, 1960 at 2:15 P.M.

Harold A. Beck Register of Deeds