

TO HAVE AND TO HOLD THE SAME unto said Mortgagee together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and all the estate, right, title and interest of said Mortgagor in and to the said described premises and the streets and alleys adjoining or adjacent to the same. And it is mutually covenanted and agreed between said Mortgagor and said Mortgagee that all gas, air conditioning and electric fixtures, radiators, heaters, pumps, engines, and machinery, boilers, ranges, furnaces, thermostats, elevators and motors, bathtubs, sinks, water closets, basins, pipes, faucets, and all other plumbing and heating fixtures, mirrors, mantels, refrigerating plant and ice boxes, cooking apparatus and appurtenances, window screens, screen doors, storm doors, storm sashes, blinds, window shades, awnings, and all other goods and chattels and personal property as are ever furnished by a landlord in letting or operating an unfurnished building similar to the one now or hereafter on said premises, which are or shall be attached to said building by nails, screws, bolts, pipe connections, masonry, or in any other manner, are and shall be deemed to be fixtures and an accession to the freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, trustees, successors or assigns, and all persons claiming by, through or under them, and shall be deemed to be a portion of the security for the indebtedness herein mentioned and to be covered by this mortgage.

Warranty: The said Mortgagor does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises herein granted; that the premises are free and clear of all encumbrances of every nature and kind whatsoever; that he will forever warrant and defend the same with appurtenances unto said Mortgagee against the lawful claims and demands of all persons whomsoever, and that they hereby waive all benefits of the homestead, exemption and staylaws of the State of Kansas.

Description of Note This Mortgage is given to secure the payment of the principal sum of

sixty thousand ----- Dollars (\$60,000.00) according to the terms of one certain promissory note of even date herewith, payable in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, and payable to the order of CHARLES F. CURRY AND COMPANY at its office in Kansas City, Mo., or at such other place, either within or without the State, as the owner of the note may from time to time designate.

Release of If said Mortgagor shall well and truly pay or cause to be paid the sums of money as provided in said note
Mortgage and shall duly keep and perform all of the covenants, agreements, terms and conditions herein contained, then these presents shall be null and void, but otherwise remain in full force and effect.

COVENANTS The said Mortgagor hereby covenants and agrees with said Mortgagee as follows:

To Pay Note To pay the indebtedness as hereinbefore provided promptly as the same becomes due, in accordance with the terms of the note secured by this mortgage.

To Pay Taxes To pay all taxes, assessments and public charges, general and special, of every nature, that may now or hereafter be levied or assessed upon or against said premises, the interest of the Mortgagee or this mortgage or the indebtedness secured thereby, when due and payable according to law and before they become delinquent.

To Maintain Improvements To keep all the improvements on said premises in good order and repair and not to do or permit waste on said premises or to do or permit any other act whereby the property hereby conveyed shall become less valuable.

To Insure To keep the buildings on said premises constantly insured for the benefit of said Mortgagee against loss, in such companies and for such coverage and amounts as may be satisfactory to said Mortgagee until the debt hereby secured is fully paid, and to keep such policies constantly assigned, pledged and delivered to said Mortgagee ten days in advance of the expiration of any such policies, stamped "PAID" by the agent or company issuing the same.

To Furnish Abstract To furnish and leave with said Mortgagee during the existence of said loan, abstracts of title covering said land.

DEFAULT It is expressly understood and agreed between the parties heretofore as follows:

In Payment of Note That should said Mortgagor fail to pay any part of the principal or interest according to the terms of the note secured by this mortgage or fail to perform all and singular the covenants and agreements herein contained, the entire debt remaining secured by this mortgage shall at the option of said Mortgagee become at once due and payable, without notice. And in the event that any installment shall become overdue for a period in excess of fifteen days, a "late charge" of four cents (4c) for each dollar (\$1.00) so overdue may be charged by the holder hereof for the purpose of defraying the expense incident to handling such delinquent payment.

In Payment of Taxes and Insurance The Mortgagor agrees that with the monthly payments of principal and interest, he will pay to mortgagee a pro rata portion of the taxes, assessments and insurance premiums next to become due, as estimated by the mortgagee, so that mortgagee will have sufficient funds on hand to pay taxes, assessments and insurance premiums thirty days before the delinquency date thereof. Any deficit shall immediately be paid to mortgagee by mortgagor. Moneys so held shall not bear interest, and upon default, may be applied by mortgagee on account of the mortgage indebtedness.

That should said Mortgagor fail to make payment of any insurance premiums, taxes, charges or assessments levied against said property or any part thereof before the same become delinquent, said Mortgagee may, at its option, pay the amount of such insurance premiums, tax, charge or assessment, together with any expense incident thereto, and any amount so paid shall be repaid by said Mortgagor to said Mortgagee on demand with interest thereon at the rate of four per cent per annum from the date of payment by said Mortgagee, and unless so repaid shall become a part of the debt secured by this mortgage, and the entire debt remaining secured by this mortgage shall at the option of said Mortgagee become at once due and payable, without notice.

In Maintaining Improvements In the event of actual or threatened waste, demolition, or removal of any building erected on said premises, the entire debt remaining secured by this mortgage shall at the option of said Mortgagee become at once due and payable, without notice.