

PROVIDED ALWAYS, and this instrument is executed and delivered to secure the payment of the sum of Nineteen Thousand and no hundred and no cent 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 mortgagor 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 in addition to the original indebtedness, any future advances made to said mortgagor, or any of them or their successors in title, by the mortgagee, and any and all indebtedness in addition to the amount above stated which the said mortgagor, 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 causes be considered matured and draw ten per cent interest and be collectible out of the proceeds of sale through foreclosure or otherwise.

That if any improvements, repairs, or alterations have been commenced and have not been completed more than four months prior to the date hereof, the mortgagor will receive the proceeds of this loan as a trust fund to be applied first to the payment of the costs of the improvements and that the same will be so applied before using any part of the total for any other purpose; that if work ceases on any proposed improvements, repairs, or alterations for a period of ten days or more, then said mortgagee may at its option, without notice, declare said indebtedness due and payable or said mortgagee may take possession of said premises and let contract for or proceed with the completion of said improvements, repairs, or alterations and pay the costs thereof out of the proceeds of money due said mortgagor upon said loan and should the cost of completing said improvements, repairs, or alterations exceed the balance due said mortgagor by said mortgagee then such additional cost may be advanced by the mortgagee and shall bear interest at the same rate as principal indebtedness and secured by this mortgage, provided, however, such additional cost shall be repaid by said mortgagor to said mortgagee within ten days after completion of said improvements, repairs, or alterations; that said mortgagor, regardless of natural depreciation, will keep said property and the improvements thereon at all times in good condition and repair; and upon the refusal or neglect by said mortgagor to keep said property and the improvements thereon at all times in good repair, principal, or interest on this or on any other encumbrance on said real property or to perform any other agreements, conditions, stipulations, or covenants as herein provided, the mortgagee may have such things done at mortgagor's cost and may make any reasonable expenditure or outlay necessary thereunder.

That if any part of said described property shall be condemned or taken for public use under eminent domain, or in case the property shall be damaged either by public works or private acts, all damages and compensation paid therefor shall be paid to the mortgagee and applied upon the indebtedness due under said note and this mortgage.

That the mortgagee shall have the right to file and to defend suits at the expense of the mortgagor, in his name, or in the name of the mortgagee, for the recovery of damages, to uphold the lien of this mortgage, to preserve the mortgagor's rights hereunder, or in any action whatsoever in which the mortgagee or mortgagor may be made a party or may be interested, or shall have the right to employ counsel in an effort to prevent, to compromise, or to negotiate any such proposed litigation, and all sums expended costs in connection therewith or advanced by the mortgagee, shall be repaid by mortgagor upon demand or as may be expressly agreed upon by the mortgagee, and, if such sums, with interest thereon at the then current contract interest rate, be not paid by mortgagor, the mortgagee may declare all of the indebtedness, including all such sums, immediately due and collectible or, at the mortgagee's option, such sums shall become so much additional indebtedness secured by this mortgage, which shall be a lien to said additional extent on the premises hereinabove described prior to any right, title, or interest attaching or accruing subsequent to the lien hereof, and such indebtedness shall be paid under the provisions of the promissory note secured hereby and any subsequent modification agreements.

Mortgagor 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 mortgagor to perform or comply with the provisions in said note and in this mortgage contained, and the same are hereby secured by this mortgage.

Mortgagor 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 foreclosures or otherwise.

If there shall be any change in the ownership of the premises covered hereby without the consent of the mortgagee and the payment of the assumption fee as specified in the promissory note, the entire indebtedness shall become due and payable at the election of the mortgagee and foreclosure proceedings may be instituted thereon.

If said mortgagor 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 in 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 mortgagor has hereunto set his hand the day and year first above written.

Donald E. Tobler

Donald E. Tobler

Betty W. Tobler

Betty W. Tobler

ACKNOWLEDGMENT

STATE OF KANSAS,
County of Douglas

Be it remembered, that on this 3rd

day of August, A.D. 19 62, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Donald E. Tobler and Betty W. Tobler, 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.



Leroy A. Wansus

Notary Public.

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Recorded August 4, 1962 at 9:20 A.M.

David R. Beck

Register of Deeds