

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 mortgagee's rights hereunder, or in any action whatsoever in which the mortgagee or mortgagor may be made a party or may elect to commence by reason of this instrument or indebtedness, including actions brought by mortgagor against the mortgagee, 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 as 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 authorize 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 tenantable 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 mortgage 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.

Gailey A. Whitney

Fern C. Whitney

ACKNOWLEDGMENT

STATE OF KANSAS, *Butler*

County of *Butler*

Be it remembered, that on this *25th*

day of *September*, A. D. 19 *62*, before me, the undersigned, a Notary Public in and for the

County and State aforesaid, came *Gailey A. Whitney and Fern C. Whitney*

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)

My Commission expires *12/6*

Orville Prinsen Notary Public.

Recorded September 27, 1962 at 2:40 P.M.

Donald A. Beck Register of Deeds