

PROVIDED ALWAYS, and this instrument is executed and delivered to secure the payment of the sum of THIRTEEN THOUSAND AND NO/100- - - - - Dollars with interest thereon, together with such charges and advances as may be due and payable to said mortgagee, under the terms and conditions of the promissory note of even date herewith and secured hereby, executed by said mortgagor, s. to said mortgagee, payable as expressed in said note, and to secure the performance of all the terms and conditions contained therein. The terms of said note are hereby incorporated herein by this reference.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor, s. by said mortgagee, and any and all indebtedness in addition to the amount above stated which said mortgagors, or any of them, may owe to said 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.

The Mortgagor, s. agree 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.

The Mortgagors, s. hereunder, or their assignee, s. hereby specifically agree, s. to notify the aforementioned Mortgagee or its assignee, s. before entering into any contract or agreement, whether written or oral, to transfer title to the within mortgaged premises when the assumption of the obligation secured by this mortgage by another titleholder is a condition of the transfer; and the said Mortgagee may assess a charge not to exceed 1% of the unpaid principal balance or \$50.00, whichever is greater, from the new titleholder. If the assumption fee is not paid by the new titleholder, the Mortgagee may, at its option, charge said assumption fee to the title holder, the unpaid fee to be carried as a payment delinquency for so long as it remains unpaid.

The Mortgagor, s. hereunder agree, s. that in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage, and the debt hereby secured in the same manner as with the Mortgagor, and may forebear to sue or may extend time for payment of the debt, secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.

The Mortgagors, s. also agree, s. to pay all costs, charges and expenses reasonably incurred or paid at any time, 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.

The Mortgagor, s. hereby assign, s. to said mortgagee all rents and income arising at any and all times from said property and hereby authorize said mortgagee or its agent, at its option, upon default, to take charge of said property and collect all rents and income therefrom and apply the same to the payment of interest, principal, insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenable condition, or to other charges or payments provided for herein or in the note hereby secured. This rent assignment shall continue in force until the unpaid balance of said note is fully paid. The taking of possession hereunder shall in no manner prevent or retard said mortgagee in the collection of said sums by foreclosure or otherwise.

NOW, if said Mortgagor, s. shall pay, or cause to be paid all sums of money due hereunder and under the terms and provisions of said note hereby secured, and shall perform, or cause to be performed, all the conditions stipulated in said note and in this mortgage contained, then this mortgage shall be NULL and VOID.

BUT in case of default of said note for interest, principal, taxes, insurance premiums, or other charges as specifically provided for herein, to an amount equal to two months interest and principal installments as provided for in said note, or failure to conform to or to comply with any of the foregoing conditions or agreements, the entire debt shall at the option of the Association be declared due and the Association may proceed to foreclose this mortgage or take any other legal action to protect its rights and from the date of such default all items of indebtedness secured hereby shall draw interest at 10% per annum. Appraisal waived.

The failure of said Association to assert any of its rights hereunder at any time shall not be construed as a waiver of its right to assert the same at any later time, and to insist upon and enforce strict compliance with all the terms and provisions of said note and of this mortgage. Notice of the exercise of any option granted herein to said Association shall not be required.

IN WITNESS WHEREOF, said mortgagor, s. have hereunto set their hand s. the day and year first above written.

Russell W. Jones
Russell W. Jones
Diane Jones
Diane Jones

State of Kansas }
County of Wyandotte } ss.

BE IT REMEMBERED, that on this 22nd day of March A.D. 1963

before me, the undersigned, a Notary Public in and for the county and state aforesaid, came
Russell W. Jones and Diane Jones, husband and wife,

who are personally known to me to be the same person s. who executed the within mortgage, and such person s. duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written



My Commission Expires: July 15, 1966

Charles T. Firth
Notary Public

CHARLES T. FIRTH

Recorded March 22, 1963 at 4:25 P.M.

Norold A. Beck Register of Deeds

I, Lucille E. Allison, Clerk of the District Court, Douglas County Kan., do hereby certify that a judgment of foreclosure of the mortgage herein recorded was made by said District Court on the 21 day of May 1964 and that the same is duly recorded in Journal 2 at page 56. Witness my hand this 2 day of Sept 1967

Lucille E. Allison Clerk of District Court
By Lucy E. Anderson, Deputy

ATTEST:

Norold A. Beck
Register of Deeds