

hereby; and the Mortgagor does hereby covenant and agree to repay all such further advances made as aforesaid, together with interest thereon, in accordance with the provisions of such Additional Advance Agreement or Agreements, and that all of the covenants and agreements contained in this Mortgage shall apply to such further advances except as this Mortgage shall be expressly modified by such Additional Advance Agreement. This paragraph Tenth shall not alter in any way, restrict or affect the right of City Bond and Mortgage Company, or its successors or assigns, to make advances for taxes, assessments, insurance premiums or to preserve the security of this Mortgage or for any other purpose herein provided for.

TWELFTH: The proceeds of the loan evidenced by the note secured hereby are to be used in the construction of certain improvements on said premises in accordance with the terms of a Completion Bond dated April 1st 1963, given by the Mortgagor, as principal and Paxton Lumber Company as surety, to CITY BOND AND MORTGAGE COMPANY, which Completion Bond (except such parts thereof as may be inconsistent herewith) is incorporated herein by reference to the same extent and effect as if fully set forth herein; and if the construction of the improvements shall not be completed in the manner, at the time, and in all respects as provided in said Completion Bond, or shall not be carried on with reasonable diligence, or shall be discontinued at any time for any reason other than strikes or lock-outs, CITY BOND AND MORTGAGE COMPANY, after giving ten (10) days notice in writing to the Mortgagor or any subsequent owner of the premises, is hereby invested with full and complete authority to enter upon the said premises, employ watchmen to protect such improvements from depreciation or injury, and to preserve and protect the personal property therein, and to continue any and all outstanding contracts for the erection and completion of such improvements, to make and enter into any contracts and obligations wherever necessary, either in its own name or the name of the Mortgagor, and to pay and discharge all debts, obligations and liabilities incurred thereby; and for the repayment of all moneys thus paid (exclusive of any advances of the principal of the note secured hereby) with interest thereon from the time of payment at the rate of eight (8) per cent per annum, these presents shall be security in like manner and with like effect as for the payment of said note. The principal sum of the said note and all other sums secured hereby shall, at the option of the holder or holders of said note secured hereby, become due and payable at once, without notice, on the failure of the Mortgagor to keep any of the covenants, conditions or agreements contained in said Completion Bond.

THIRTEENTH: That in the event of the passage after the date hereof of any law by the State of Kansas, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for State or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the Mortgagee shall have the right to give thirty day's written notice to the owner of said land requiring the payment of the debt secured by this Mortgage, and it is hereby agreed that if such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.

FOURTEENTH: As further security the Mortgagor hereby assigns to the Mortgagee all rents and profits now or hereafter accruing on the premises herein described and hereby authorizes the Mortgagee, or its agent, at any time there is a default in the payment of the debt hereby secured, or in the performance of any obligation herein contained, either to collect such rents and profits without taking possession of said premises or to take possession of said premises and rent the same for the account of the Mortgagor and to apply any sums so received (after deducting all costs of collection and administration) to the debt hereby secured, free from any liability except to apply said sums as is by the mortgage provided.

FIFTEENTH: In case of the renewal or the extension of the indebtedness hereby secured, or any part thereof, all the provisions of this mortgage and the lien thereof from its date shall remain in force as fully and with the same effect as if it was made originally to mature at such extended time.

SIXTEENTH: That the covenants, agreements and powers herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, personal representatives, grantees, successors and assigns of the parties hereto and whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

~~SIXTEENTH: If the Mortgagor is a corporation, said corporation, said corporation or a part of the said corporation for the Mortgagor, represented by the officers described and executed by this Mortgage, which was the period of redemption provided by the laws of the State of Kansas.~~

EIGHTEENTH: Now if the debt described in said note be paid when due and the said agreements be kept and performed as aforesaid, then these presents shall be null and void.

But if the default be made in the payment of said note, or any part thereof, or any interest thereon, as therein specified, or in the performance of any agreement herein contained, then all of the indebtedness secured by this Mortgage shall, at the option of the Mortgagee, by virtue of this Mortgage, immediately become due and payable, and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the Mortgagee shall be entitled to a judgment for the sums due upon said note, and the additional sums paid by virtue of this Mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the Mortgagor, and all persons claiming under him, at which sale, appraisal of said property is hereby waived by the Mortgagor and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by the Mortgagor.

IN WITNESS WHEREOF, the said first parties have hereunto set their hands and seals (or caused these presents to be executed by its properly authorized officers and its corporate seal to be hereunto affixed) the day and year first above written.

Executed and delivered in presence of:

E. J. Coy

Harry L. Christian (SEAL)
Harry L. Christian
Idella Christian (SEAL)
Idella Christian (SEAL)

KANSAS ACKNOWLEDGMENT—MAN AND WIFE

STATE OF Kansas ss.
COUNTY OF Douglas
BE IT REMEMBERED, That on this 2nd day of APRIL, A. D. Nineteen Hundred SIXTY-THREE, before me the undersigned, a Notary Public in and for said County and State, came HARRY L. CHRISTIAN and IDELLA CHRISTIAN, his wife, who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

E. J. Coy Notary Public
Douglas County, Kansas
My commission expires: July 11, 1965

KANSAS ACKNOWLEDGMENT—UNMARRIED PERSON

STATE OF _____ ss.
COUNTY OF _____

Recorded: November 11, 1963 at 2:10 P.M.
Howard A. Becken Register of Deeds
By Lamine Becken, Deputy