

- 6. Whenever by the terms of this instrument or of said note Mortgagee is given any option, such option may be exercised when the right accrues, or at any time thereafter.
- 7. All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto, respectively.
- 8. Notwithstanding anything in this mortgage or the note secured hereby to the contrary, neither this mortgage nor said note shall be deemed to impose on the Mortgagors any obligation of payment, except to the extent that the same may be legally enforceable, and any provision to the contrary shall be of no force or effect.
- 9. Any award of damages under condemnation for injury to, or taking of, any part or all of said property is hereby assigned to Mortgagee with authority to apply or release the moneys received, as above provided for insurance loss proceeds.
- 10. In the event any monthly instalment (whether payable under the note or this mortgage or both) is not paid within fifteen days from the date it is due, Mortgagors agree to pay, if charged by the Mortgagee, a "late charge" of not more than four cents for each dollar so overdue, to cover extra expense involved in handling delinquent payments.
- 11. As additional security for the repayment of the indebtedness hereby secured and the payment of taxes, special assessments, ground rents, and other charges and fire and other hazard insurance premiums, Mortgagors agree to deposit with Mortgagee, if requested by it, monthly or other periodic payments in amounts, which, as estimated by Mortgagee from time to time, shall be sufficient to meet, as they become due, such taxes, assessments, rents, charges and premiums. If at any time the funds so held by Mortgagee shall be insufficient to pay any tax, assessment, rent, charge or premium, Mortgagors shall, upon receipt of notice thereof, immediately deposit with Mortgagee such additional funds as may be necessary to remove the deficiency. It is agreed that all sums so deposited shall be irrevocably appropriated to Mortgagee in trust, to be applied to the payment of such taxes, assessments, rents, charges and premiums, and at the option of Mortgagee, after default, to be applied on the indebtedness hereby secured.

IN WITNESS WHEREOF, said Mortgagor s hereunto set their hands the day and year first above written.

Russell W. Jones

 Russell W. Jones

Diane Jones

 Diane Jones

STATE OF KANSAS }
 Douglas County, } ss.
 Be it remembered that on this 13 day of February A. D. 1964
 before the undersigned
 a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came
 Russell W. Jones and Diane Jones, his wife,

who are personally known to me and known to me to be the same persons who executed the foregoing instrument of writing as Mortgagor, and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written.

My commission expires January 26 19 67



Margaret E. Harwood

 Notary Public.

Recorded February 13, 1964, at 2:05 P.M.

Harold A. ... Register of Deeds