

1. In case default shall be made in the payment of any instalment of said note or of interest thereon when due or if there shall be a failure on the part of Mortgagors to comply with any covenant, condition or provision of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, costs and expenses herein specified shall, at the option of Mortgagee and without notice to Mortgagors (such notice being hereby expressly waived), become due and collectible at once by foreclosure or otherwise.
2. As additional security for the repayment of the indebtedness hereby secured, Mortgagors hereby assign to Mortgagee all their right, title and interest in and to any existing leases and all future leases, including any oil, gas or mineral leases covering all or any part of the premises herein described and any extensions or renewals of said leases, and all rents, royalties, issues, income and profits thereof, and Mortgagee is hereby granted the right, in the event of default, to enter and take possession of the mortgaged premises and to collect such rents, royalties, issues, income and profits. Mortgagors hereby authorize and instruct the lessee under any such lease, or his or its assigns or successors in interest, to pay to Mortgagee all rents, delay rentals, royalties or income that may be due or become due under any such lease or by reason of such occupancy.
3. If the note and mortgage, or either of them, shall be placed in the hands of an attorney for collection or foreclosure, or if Mortgagee voluntarily or involuntarily becomes or is made a party to any suit or proceeding relating to the premises or to this mortgage or said note, Mortgagors shall reimburse Mortgagee for its reasonable costs and for expense of procuring abstracts or other evidences of title and title insurance in connection therewith.
4. If any proceedings shall be brought to foreclose this mortgage or to collect the indebtedness hereby secured, Mortgagee shall be entitled as a matter of right, without notice to Mortgagors or any person claiming under them and without regard to the adequacy of the security or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, to the immediate appointment of a receiver with power to take possession of the premises, lease the same, collect all rentals and profits thereof and hold and apply the receipts as the court may order for maintenance of the security and on account of said indebtedness.
5. Mortgagee shall be subrogated to the lien of any and all prior incumbrances, liens or charges paid and discharged from the proceeds of the note hereby secured, and even though said prior liens have been released of record, the repayment of said note shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively.
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 Mortgagors have hereunto set their hands the day and year first above written.

Lewis D. Parsons  
Lewis D. Parsons

Cynthia F. Parsons  
Cynthia F. Parsons

STATE OF KANSAS

~~Wyandotte~~ Douglas County, ss.

Be it remembered that on this

18

day of

March

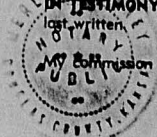
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before the undersigned

a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came

LEWIS D. PARSONS AND CYNTHIA F. PARSONS, husband and 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 May 29, 1966

1966

Walter McDaniel  
Notary Public

Recorded March 21, 1964 at 1:55 P.M.

Harold A. Back Register of Deeds  
By Janice Beem, Deputy