

to pay, when due, both principal and interest of all prior liens or encumbrances, if any, above mentioned, and to keep said premises free and clear of all other prior liens or encumbrances; to commit or permit no waste on said premises and to keep them in good repair; to complete forthwith any improvements which may hereafter be under course of construction thereon, and to pay any other expenses and attorneys' fees incurred by said Mortgagee, and Mortgagee's successors or assigns, by reason of litigation with any third party for the protection of the lien of this mortgage.

IN case of failure to pay said taxes and assessments, prior liens or encumbrances, expenses and attorneys' fees as above specified, or to insure said buildings and deliver the policies as aforesaid, the Mortgagee, or said Mortgagee's successors or assigns, may pay such taxes, assessments, prior liens, expenses and attorneys' fees and interest thereon, or effect such insurance, and the sums so paid shall bear interest at the highest rate permitted by law from the date of such payment, shall be impressed as an additional lien upon said premises and be immediately due and payable from the Mortgagor, and said Mortgagor's heirs, administrators, successors, or assigns to said Mortgagee, said Mortgagee's successors or assigns; and this mortgage shall, from date thereof, secure the repayment of such advances.

IN case of default in any of the foregoing covenants, the Mortgagor hereby authorizes and empowers said Mortgagee, and Mortgagee's successors and assigns, to foreclose this mortgage by judicial proceedings or to sell said premises at public auction and convey the same to the purchaser in fee simple in accordance with the statute, and out of the moneys arising from such sale to retain all sums secured hereby, with interest and all legal costs and charges of such foreclosure and the maximum attorneys' fee permitted by law, which costs, charges, and fees the Mortgagor herein agrees to pay.

IN TESTIMONY WHEREOF, the foregoing instrument has been executed by the Mortgagor the date and year first above written.

In Presence of:

Mrs. Margaret Miller
Mrs. Margaret Miller

Eldon L. Miller
Eldon L. Miller

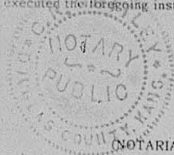
William W. Scott
William W. Scott Mortgagor

Thelma Maxine Scott
Thelma Maxine Scott Mortgagor

STATE OF Kansas
COUNTY OF Douglas SS.

On this 27th day of April, 1964 before me a Notary Public within and for said County, personally appeared William W. Scott and Thelma Maxine Scott, husband and wife

to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.



(NOTARIAL SEAL)

C. R. Whitler
Notary Public, Douglas County

State of Kansas

My Commission expires March 25 1965

Recorded June 30, 1964 at 2:30 P.M.

Harold G. Beck Register of Deeds