

- 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 have hereunto set their hands the day and year first above written.

*Dana A. Leibengood*  
Dana A. Leibengood

*Barbara E. Leibengood*  
Barbara E. Leibengood

STATE OF KANSAS

Douglas County, ss. 30th day of November, A. D. 1964.  
Be it remembered that on this before the undersigned C. A. Miller a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came

Dana A. Leibengood and Barbara E. Leibengood, his wife,

who are personally known to me and known to me to be the same person s who executed the foregoing instrument of writing as Mortgagor s, and such person s duly gcknowledged 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 April 2, 1968

*C. A. Miller*  
C. A. Miller Notary Public.

Recorded December 28, 1964 at 2:25 P. M.

*Harold A. Beck* Register of Deeds