

building or buildings; and moneys expended by the Mortgagee in connection with such completion of construction shall be added to the principal amount of said note and secured by these presents, and shall be payable by the Mortgagor on demand, with interest as provided in said note and mortgage.

George W. Byers
George W. Byers
Gloria Byers
Gloria Byers

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
and year first above written.

hereunto set ~~XXXX~~ the hand s the day

George W. Byers
George W. Byers

Gloria Byers
Gloria Byers

STATE OF KANSAS

Douglas County, ss.

Be it remembered that on this 28th day of December A. D. 1964

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

George W. Byers and Gloria Byers, husband and 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 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

May E. Paxton
Notary Public.

Recorded December 31, 1964 at 11:01 A.M.

Harold A. Beck Register of Deeds