

377

PROVIDED ALWAYS, and this mortgage is executed to secure the payment of the sum of
Fifteen Thousand Five Hundred and No/100 - - - - Dollars (\$15,500.00),
with interest thereon, together with such charges and advances as may be due and payable to said mortgagee under the terms
and conditions of the promissory note of even date herewith and secured hereby, executed by said mortgagor B. to said mort-
gagee, payable as expressed in said note, and to secure the performance of all the terms and conditions contained therein. The
terms of said note are incorporated herein by this reference.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said
mortgagor B. by said mortgagee, and any and all indebtedness in addition to the amount above stated which said mortgagor, or
any of them, may owe to said mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall
remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until
all amounts secured hereunder, including future advances, are paid in full with interest.

The mortgagor B. hereby assigns to said mortgagee all rents and income arising at any and all times from said prop-
erty, and hereby authorizes said mortgagee or its agent, at its option, upon default, to take charge of said property and collect all
rents and income therefrom and apply the same to the payment of interest, principal, insurance premiums, taxes, assessments,
repairs or improvements necessary to keep said property in tenable condition, or to other charges or payments provided for
herein or in the note hereby secured. This rent assignment shall continue in force until the unpaid balance of said note is fully
paid. The taking of possession hereunder shall in no manner prevent or retard said mortgagee in the collection of said sums by
foreclosure or otherwise.

Mortgagor shall keep and maintain the buildings and other improvements now on said premises or hereafter erected thereon
in good condition and repair at all times and not suffer waste or permit a nuisance thereon.

The failure of the mortgagee to assert any of its rights hereunder at any time shall not be construed as a waiver of its
right to assert the same at any later time, and to insist upon and enforce strict compliance with all the terms and provisions of
said note and of this mortgage.

If said mortgagor B. shall cause to be paid to said mortgagee the entire amount due it hereunder, and under the terms and
provisions of said note hereby secured, including future advances, and any extensions or renewals thereof in accordance with
the terms and provisions thereof, and if said mortgagor B. shall comply with all the provisions of said note and of this mortgage,
then these presents shall be void; otherwise to remain in full force and effect, and said mortgagee shall be entitled to the pos-
session of all of said property, and may, at its option, declare the whole of said note and all indebtedness represented thereby to
be immediately due and payable, and may foreclose this mortgage or take any other legal action to protect its right, and from
the date of such default all items of indebtedness secured hereby shall draw interest at 10% per annum. Appraisal waived.

The terms and provisions hereof shall extend to and be binding upon, the heirs, executors, administrators, successors and
assigns of the respective parties hereto.

IN WITNESS WHEREOF, said mortgagor B. has hereunto subscribed their name, the day and
year first above written.

Delbert G. Johnson
Delbert G. Johnson
Shirley J. Johnson
Shirley J. Johnson

51074 204 1-45
ATT. REV. 1-45

STATE OF KANSAS,

COUNTY OF Douglas

BE IT REMEMBERED, that on this 9th day of December, A. D. 1965, before me,
the undersigned, a Notary Public in and for the county and state aforesaid, came

Delbert G. Johnson and Shirley J. Johnson, his wife

who are personally known to me to be the same person B. who executed the within mortgage, and such person B. duly
acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.



My Comm. Expires

March 8, 1966

Donald D. Pugh
Notary Public

Recorded December 13, 1965 at 12:05 P.M.

Janice Bacon Register of Deeds