

22

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 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:

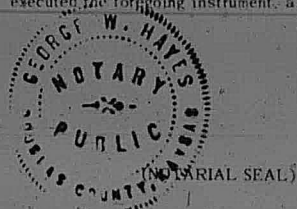
Alfred A. Coffman  
ALFRED A. COFFMAN Mortgagor

Ivareen E. Coffman  
IVAREEN E. COFFMAN Mortgagor

STATE OF KANSAS  
COUNTY OF DOUGLAS SS.

On this 14th day of June, 1965, before me a Notary Public within and for said County, personally appeared Alfred A. Coffman and Ivareen E. Coffman, 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.



George W. Hayes  
Notary Public, Douglas County  
State of Kansas  
My Commission expires 4-27-67

Recorded February 10, 1966 at 10:30 A.M.

Janie Boem Register of Deeds