

419

4. The Mortgagor agrees that at all times while this mortgage remains in full force and effect, to keep and maintain the buildings, and other improvements located upon the above described real estate in good condition and repair at all times and not to allow waste or permit a nuisance thereon.

5. It is agreed that in the event of the failure of the mortgagor to pay all real estate taxes and assessments when the same are by law due and payable, or in the event of a like failure to keep in force said policies of insurance or to make repairs of said mortgaged premises, said mortgagee may pay said taxes, assessments and insurance and make said repairs and the amounts so expended by Mortgagee shall be a lien on the premises described in this mortgage. Said amount may be recovered with interest at a rate not to exceed ten per cent (10%) per annum, and said sums so advanced by mortgagee, may, at the option of said Mortgagee be made a part of the unpaid balance of said note thereby increasing said unpaid balance. Payment of any of said items by said mortgagee shall not be construed as a waiver of that default or of the right of said Mortgagee to foreclose this mortgage because of such default.

6. The Mortgagor agrees to pay all costs, charges and expenses reasonably incurred or paid at any time by said Mortgagee including abstract or title insurance expenses because of the failure of Mortgagor to comply with the provisions of said note or of this mortgage and the same shall be secured by this mortgage.

7. The Mortgagor may, by agreement with said Mortgagee, obtain additional advances from Mortgagee for any purpose, whether specified herein or not, and such advances shall become a part of the principal balance herein, and shall be covered by the lien of this mortgage, and shall be repaid in accordance with the terms and provisions of said note and this mortgage.

8. The Mortgagor hereby assigns to the Mortgagee, all rents and income arising at any and all times from the property mortgaged and hereby authorize the said Mortgagee, at its option, to enter into the possession of and take charge of said property, to collect and receive all rents and incomes therefrom, and apply the same on the interest and principal payments due hereunder, including insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenable condition, or to other charges provided for in said note or this mortgage, provided said mortgagor is in default under the terms of said note or this mortgage. This rent assignment shall continue in force until all indebtedness represented by said note and this mortgage is fully paid. The taking possession of said property by said mortgagee shall in no manner prevent or retard said Mortgagee in the collection of said indebtedness or in the enforcement of its rights by foreclosure or otherwise.

9. It is agreed and understood that in the event of a default by Mortgagor in any one or more of the conditions, provisions or agreements of said note or of this mortgage, said Mortgagee may, at its option, and without notice, declare the whole amount of the indebtedness under said note and this mortgage to be immediately due and payable, and foreclose this mortgage. In case of any such default, the balance of the indebtedness shall draw interest at the rate of ten per cent per annum from the beginning of said default until paid.

10. The failure of said Mortgagee to assert any of its rights under said note or this mortgage, at any time, shall not be construed as a waiver of its rights to assert the same at a later time, and to insist upon and enforce strict compliance with all the terms and provisions of said note or of this mortgage. Notice of the exercise of any option granted herein to said Mortgagee shall not be required.

11. The mortgagor further agrees that the obligation secured by this mortgage has been in part advanced by mortgagee relying upon the financial responsibility of mortgagor. In the event the real estate covered by this mortgage is conveyed by mortgagor to any person or corporation before the obligation secured by this mortgage has been paid, the mortgagee shall have the right at its option and for any reason it deems to be sufficient, to determine this to be an act of default under the terms of this mortgage, and to declare the whole amount of the remaining obligation secured by this mortgage immediately due and payable, and mortgagee may foreclose this mortgage in such event.

12. The mortgagor further agrees that in the event the real estate covered by this mortgage is conveyed to any person or corporation who assumes and agrees to pay the obligation secured by this mortgage and mortgagee does not elect to accelerate the balance of the remaining obligation secured by this mortgage as specified under paragraph 11 above, mortgagee may charge the assuming grantee a transfer fee of \$25.00. The failure to pay such transfer fee shall constitute a default of this mortgage and mortgagee may at its option declare the whole amount of the indebtedness secured by this mortgage immediately due and payable and foreclose this mortgage in such event.

13. IT IS AGREED that the Mortgagor, a corporation, hereby expressly waives any and all right of redemption which would otherwise be allowed to Mortgagor, its successors or assigns, under the laws of Kansas in the event this mortgage is foreclosed. It is agreed and understood that under the laws of the State of Kansas, a waiver of redemption rights is allowed by a corporation.

IN WITNESS WHEREOF, the Mortgagor has executed and delivered this mortgage the day and year first above written.

ASSOCIATED PROPERTY COMPANY, INC.

By: Joe B. Stroup, President

By: Billy B. Vantuyl, Secretary/Treasurer

STATE OF KANSAS,  
COUNTY OF SHAWNEE

BE IT REMEMBERED, That on this 30th day of April, 1966, before me, the undersigned, a Notary Public in and for said County and State, came Joe B. Stroup and Billy B. Vantuyl of the Associated Property Co., Inc.

a corporation, who is personally known to me to be the same person who executed the within instrument of writing, and each person duly acknowledged the execution of the same as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

(Seal)

Notary Public

(My commission expires January 21, 1967)

Recorded May 4, 1966 at 11:03 A.M.

Janice Beem Register of Deeds