Pr. 1 a 41.4 11 0 Line 362 Said note further provides: Upon transfer of title of the real estate, mortgaged to secure this note, the entire balance remaining due hereunder may at the option of the mortgages, be declared due and payable at once. It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advancements made to first parties, or any of them, by second party, and any and all indebtedness in addition to the amount above stated which the first parties, or any of them, may ove to the second party, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect between the parties here and their heirs, personal representatives, successors and assigns, until all amounts due hereunder, including future advancements, are paid in full, with interest; and upon the maturing of the present indebtedness for any cause, the total debt on any such additional loans shall at the same time and for the same specified causes be considered matured and draw ten per cent interest and be collectible out of the proceeds of sale through foreclosure or otherwise. of the proceeds of sale through foreclosure of otherwise. Tirst parties agree to keep and maintain the buildings now on said premises or which may be hereafter erected thereon in good condition at all times, and not suffer waste or permit a nuisance thereon. First parties also agree to pay all taxes, assessments and insurance premiums as required by second party. First parties also agree to pay all costs, charges and expenses reasonably incurred or paid at any time by second party, including abstract expenses, because of the failure of first parties to perform or comply with the provisions in said note and in this mortgage contained, and the same are hereby secured by this mortgage. First parties histore, and hereby authorize second party of its agent, at its option upon default, to take charge of asid property and collect all rents and hereby actual of party of its agent, at its option upon default, to take charge of asid for solve this mortgage or in the note hereby secured. This assignment of insurance premiums, taxes, assessments, re-aits of improvements necessary to keep and paper in the taking of possession hereunder shall in no manner prevent of retard second party in the collection of said aums by foreclosure or otherwise. The failure of second party to assert any of its right hereunder at any time shall not be construed as a waiver of its main to assert the same at a later time, and to insit upon and enforce strict compliance with all the terms and previsions in said note and in this mortgage contained. If said first parties shall cause to be paid to second party the entire amount due it hereunder shall on the second party the inside adding the second party in the collections of said not be inside and in the mortgage of said to inside upon and enforce strict compliance with all the terms and previsions in said note and in this mortgage contained. If said first parties shall cause to be paid to second party the entire amount due it hereunder and under the forms and If said note and in this mortgage contained. If said first parties shall cause to be paid to second party 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 hereof, in describing with the terms and provisions thereof, and comply with all the provisions in said note and in this mortgage contained, then these presents shall be void, otherwise to remain in full force and effect, and second party shall be entitled to the humidiate pos-session of all of said premises and may, at its option, declare the whole of said note due and parable and have fortholoure of this mortgage or take any other legal action to protect its rights, and from the date of such default all its of indebt-edness hereunder shall draw interest at the rate of 10% per annum. Appraisement and all benefits of homestead and ex-emption laws are hereby waived. This mortgage shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto. IN WITNESS WHEREOF, said first parties have hereunto set their hands the day and year first above written. Richard P. Benton Deanne W. Benton 1010.109 SM 9-64 4 STATE OF KANSAS Douglas COUNTY OF BE IT REMEMBERED, that on thil 2th day of May , A. D. 1967 , before me, the undersigned, a Notary Public in and for the County and State aforenaid, came Richard P. Benton and who are personally Deanne W. Benton, his wife, 1 known to me to be the same person S_ who executed the within instrument of writing, and such person S_ duly acknowledged the execution of the same. IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written. Natalie F. Collins NE COSEAL) Maciminiasion expires: 3-3-70 STATE OF KANSAS PI COUNTY OF Janue Been EF