E Shall · . . As as 34. (" + 1- 2) er tet 1 8. The Mortgager hereby assigns to the Mortgage, all rents and income arising any and all times from the property mortgaged and hereby authorize the said Mortgage, at its option, to enter into the possession of and take, charge of said prop-erty, to collect and receive all rents and incomes therefrom, and apply the same on the interest and principal payments due antable condition, or to other charges provided for in said note or this mortgage, provided said mortgager is in default under the errins 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 mortgage 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 of agreements of said note or of this mortgage, said Mortgagor may, at its option, and without notice, declare the whole amount 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 shall not be required. shall not be required. 11. The mortgagor further agrees that the obligation secured by this mortgage has been in part advanced by mortgages relying upon the financial responsibility of mortgagor. In the event the real estate covered by this mortgage is conveyed by 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 defare the whole amount of the remaining obligation secured by this mortgage immediately due and payable, and mortgage may fereclose this mortgage in such event. 12. The mortgage may reference this hortgage in such event. or corporation who assumes and agrees to pay the obligation secured by this mortgage and mortgage does not elect to acceler-the the balance of the remaining obligation secured by this mortgage as specified under paragraph 11 above, mortgage 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 mortgage 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 sums received by Mortgagor as evidenced by said promissory note secured by this mort-gage, were used by Mortgagor for the payment of all or a portion of the purchase price of the above described mortgaged premises, and that this mortgage is, therefore, a purchase money mortgage under the laws of the State Kansas. 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 1-913 Bitty B. Vanery J. Contrul STATE OF MANBAS, | 107 Secretary-Treasurer COUNTY OF STANNER ( Be it Remembered that on the 23rd day of May . 1967 before me, the undersigned, a Notary Public in and for the County and State aforesaid came JOE B. Stroup. President and Billy B. Vantuyl, Secretary of Associated Property Company, Inc. a corporation who are personally drown to me to be the same person S who executed the within mortgage and such personS duly acknowledged the exception of the same. as the act and deed of said corporation IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written. Lorraine G. Bedin Notary Public My commission expires: August 23, 1970 Recorded May 24, 1967 at 8:41 A.M. Hanne Beam Register of Deeds.