and it was 11 1-1-STATE OF KANSAS, COUNTY OF BHANNEL Be it Remembered that on the 13th day of June a single<sup>a</sup>man TARY My commission expires: 15 60 Recorded June 13, 1967 at 2:55 P.M.

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8. The Mortgagor hereby assigns to the Mortgagee, all rents and income arising at any and all times from the proper mortgaged and hereby authorize the said Mortgagee, at its option, to enter into the possession of and take charge of said pro-rety, to collect and receive all rents and incomes therefrom, and apply the same on the interest and principal payments of intable condition, or to other charges provided for in said note or this mortgage, provided said mortgage is in default under t erms of said note or this mortgage. This rent assignment shall continue in force until all indebtedness represented by said no and this mortgage in fully paid. The taking possession of said property by said mortgagee shall in no manner prevent or rets and Mortgages 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 Morigagor in any one or more of the conditions, provision or agreements of said note or of this mortgage, said Mortgage 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 mortgages 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 mortgage 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 mortgage does not elect to accele the balance of the remaining obligation secured by this mortgage as specified under paragraph 11 above, mortgage mortgage and mortgage may at its option declare the whole amount of the indebtedness secured by this mortgage inmediate due and payable and foreclose this mortgage in such event.

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

Ronald J. Sprecker

. 19 67. before me, the undersigned, a Notary Public in and for the County and State aforesaid came Ronald J. Sprecker

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

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

Marline Makey Notary Public

## ance Been Register of Deeds

Mortgagor