14 att a stra 10.1 607 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 prop-hereinder, including insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in ten-terms of said note or this mortgage. This rent assignment shall continue in force until all indebtedness represented by said note and this mortgage in the collection of said indebtedness 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 Mortgagoe 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 forcelose this mortgage. In case 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 11. The mortgagor further agrees that the oblightion secured by this mortgage has been in part advanced by mortgage 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 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 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 mortgager hav forceose this mortgage in such event. 12. The mortgager further agrees that in the event the real estate covered by this mortgage is conveyed to any persoi or corporation who assumes and agrees to pay the obligation secured by this mortgage and mortgage does not elect to acceler ate the balance of the remaining obligation secured by this mortgage as specified under paragraph 11 above, mortgage may mortgage and mortgage and mortgage and mortgage in such event. The failure to pay such transfer fee shall constitute a default of the 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 NOBILE VILLAGE INC. Hanold H. Herren, Vice President STATE OF KANSAS, Welshaw Rayon Killing P. Secretary-Mortgagor COUNTY OF BRANNE Treasurer Douglas BE IT REMEMBERED, That on this 15th day of June , 197 , before me, the undersigned, a notary public in and for said County and State, came Allen Westerhouse, Pres.; Harold H. Herren, Vice-Pres.; and Ralph M. King, Jr., Secretary-Treasurer are of the Mobile Village, Inc. a corporation, who 22 personally known to me to be the same personS who executed the within instrument of writing, and such personS dilly 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. STARY (Senl) Marlene Maxey Notary Public faring (My commission expires February 24, 1969 <u>'</u>) SATISFACTION AND RELEASE Janue Been Register of Deeds

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