

7. In case the Association shall be made a party to any suit or proceedings at law or in equity affecting the title to, or possession of, or lien on the property hereinbefore described, the Association shall be allowed and paid its court costs, expenses and reasonable attorney's fees incurred or expended in such suit or proceedings, and the same shall be a debt of the Mortgagor immediately due and secured by this instrument.

8. The Association may from time to time advance to the borrower such sums of money as deemed expedient for any legal purpose which may be added to the principal of the debt secured hereby to be paid out of the monthly payments as herein specified, which shall bear interest at the rate provided in the note secured by this Deed of Trust and all advances so made shall be included as additional amounts secured by this Deed of Trust.

9. All compensation awarded for the taking or damaging of any of the said premises in condemnation proceedings under the power of eminent domain shall be paid to the Association and applied on the indebtedness hereby secured.

10. Upon demand by the Association the borrower shall pay to the Association in monthly installments such amounts as the Association may require for the purpose of accumulating a fund with which to pay, when due, taxes and insurance on the above described real estate.

11. The Mortgagor hereby assigns to the Association the rents and income arising at any and all times from the property mortgaged to secure said note, and hereby authorizes the Association at its option to take charge of said property, collect all rents and income, and apply the same on the payments, insurance premiums, taxes, assessments, repairs or improvements necessary to keep the property in tenable condition, or other charges provided for in this mortgage, provided said payments, dues or charges are three months in arrears; this assignment of rents to continue in force until the amount secured by said note is fully paid. It is also agreed that the taking of possession shall in no manner prevent or retard the said Association in the collection of said sums by foreclosure or otherwise.

12. The Association, its successors and assigns, shall be subrogated for further security to the lien, though released of record, of any and all encumbrances paid out of the proceeds of the loan secured by this mortgage.

NOW, if said Mortgagor shall pay or cause to be paid to the Association, its successors or assigns, the amount due it under said note, in accordance with the terms thereof, and comply with all the provisions and agreements in said note and herein contained, then these presents shall be void and shall be released at the cost of the Mortgagor; otherwise of full force and effect, and if the Mortgagor shall make default in the payment of any monthly installment of the principal and interest of said note when due, or in the performance of any of the covenants and agreements of said note or of this mortgage, then in such event the whole sum hereby secured shall, at the option of the Association, its successors or assigns, or the legal holder of said indebtedness, become immediately due and payable without notice, and thereupon this mortgage shall become absolute and the owner of said indebtedness may immediately cause the same to be foreclosed in the manner prescribed by law; and the Mortgagor, for the consideration aforesaid, does hereby expressly waive an appraisal of said real estate, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas.

IN WITNESS WHEREOF, the said Parties of the first part have hereunto set their hands the day and year first above written.

*Walter L. Stauffer*  
Walter L. Stauffer

*Betty J. Stauffer*  
Betty J. Stauffer

## ACKNOWLEDGMENT

STATE OF Missouri  
County of Jackson

BE IT REMEMBERED, That on this 10th day of August, 1967, before me, the

undersigned, a Notary Public in and for the County and State aforesaid, came

Walter L. Stauffer and Betty J. Stauffer, husband and wife

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

Term expires October 30, 1969

NOTARY PUBLIC

*Ann Gromowsky*  
Ann Gromowsky  
Notary Public

SATISFACTION

Recorded August 17, 1967 at 2:51 P.M.

*Jamie Beem* Register of Deeds

## SATISFACTION

The debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it of record.

NORTH AMERICAN SAVINGS ASSOCIATION

Kansas City, Missouri,

By Robert F. Hoefer, President

By Max Bliven, Vice President

Kansas City, Missouri November 22, 1968  
(Corp. Seal)

This release  
was written  
on the original  
mortgage

entered

this 27 day

of November

1968

*Jamie Beem*  
Reg. of Deeds

By *Joe Neustifter*  
Deputy