

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor by said mortgagee, and any and all indebtedness in addition to the amount above stated which said mortgagors, or any of them, may owe to said mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts secured hereunder, including future advances, are paid in full with interest.

The mortgagor hereby assigns to said mortgagee all rents and income arising at any and all times from said property, and hereby authorizes said mortgagee or its agent, at its option, upon default, to take charge of said property and collect all rents and income therefrom and apply the same to the payment of interest, principal, insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenable condition, or to other charges or payments provided for herein or in the note hereby secured. This rent assignment shall continue in force until the unpaid balance of said note is fully paid. The taking of possession hereunder shall in no manner prevent or retard said mortgagee in the collection of said sums by foreclosure or otherwise.

Mortgagor shall keep and maintain the buildings and other improvements now on said premises or hereafter erected thereon in good condition and repair at all times and not suffer waste or permit a nuisance thereon.

The failure of the mortgagee to assert any of its rights hereunder at any time shall not be construed as a waiver of its right to assert the same at any later time, and to insist upon and enforce strict compliance with all the terms and provisions of said note and of this mortgage.

If said mortgagor shall cease to be paid to said mortgagee 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 thereof in accordance with the terms and provisions thereof, and if said mortgagor shall comply with all the provisions of said note and of this mortgage, then these presents shall be void; otherwise to remain in full force and effect, and said mortgagee shall be entitled to the possession of all of said property, and may, at its option, declare the whole of said note and all indebtedness represented thereby to be immediately due and payable, and may foreclose this mortgage or take any other legal action to protect its right, and from the date of such default all items of indebtedness secured hereby shall draw interest at 10% per annum. Appraisal waived.

The terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, said mortgagor has hereunto subscribed his name the day and year first above written.

SPRIN 5-1-65
ATT. REV. 1-65

STATE OF KANSAS,

COUNTY OF Franklin

BE IT REMEMBERED, that on this 18th day of January, A.D. 1968, before me,

the undersigned, a Notary Public in and for the county and state aforesaid, came

Jack T. Gaumnitz and Janice T. Gaumnitz, his wife

who 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 testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

(SEAL)

My Comm. Expires: May 26, 1969

Notary Public

Recorded January 18, 1968 at 3:00 P.M.

James Beem Register of Deeds

SATISFACTION AND RELEASE

The debts secured by this mortgage having been paid in full, the Register of Deeds is hereby authorized to release the same of record forthwith. Dated at Ottawa, Kansas, this 16th day of March, 1971

(Corp. Seal)

FRANKLIN SAVINGS Association
By Jess R. Gilmore Vice President,

This release was written on the original mortgage entered this 18th day of March 1971
James Beem
Reg. of Deeds