

Description of Note

This mortgage is given to secure the payment of the principal sum of Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$ 3,750.00) as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable in lawful money of the United States which shall be legal tender in payment of all debts and dues, public and private, at the time of payment and payable with the interest at the rate of six & three-fourths per cent (6-3/4%) per annum on the unpaid balance until paid; principal and interest to be paid at the office of The Fidelity Investment Company in Wichita, Kansas, or at such other place either within or without the State as the owner of the note from time to time shall designate in writing, in monthly instalments of Twenty Four and 33/100 Dollars (\$ 24.33) commencing on the first day of February, 19 68, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest if not sooner paid, shall be due and payable on the first day of January, 19 98.

Release of Mortgage

If said Mortgagor... shall well and truly pay or cause to be paid the sums of money as provided in said note and shall duly keep and perform all of the covenants, agreements, terms and conditions herein contained, then these presents shall be null and void, but otherwise remain in full force and effect.

COVENANTS

The said Mortgagor... hereby covenant and agree... with said Mortgagee as follows:

To Pay Note

To pay the indebtedness as hereinbefore provided promptly as the same becomes due, in accordance with the terms of the note secured by this mortgage.

To Pay Taxes

To pay all taxes, assessments and public charges, general and special, of every nature that may now or hereafter be levied or assessed upon or against said premises, the tax payments to be made in 12 equal monthly instalments, each instalment to be in an amount equal to 1/12 of the annual taxes next due on the premises covered by this mortgage, less all sums already paid therefore, which monthly instalments shall be made together with and in addition to the monthly payments on principal and interest, payable under the terms and conditions of the note secured hereby, said sum to be held by the mortgagee in trust to pay said taxes before the same becomes delinquent.

To Maintain Improvements

To keep all the improvements on said premises in good order and repair and not to do or permit waste on said premises or to do or permit any other act whereby the property hereby conveyed shall become less valuable.

To Insure

To keep the buildings on said premises constantly insured for the benefit of said mortgagee against loss in such companies and for such coverage and amounts as may be satisfactory to said mortgagee until the debt secured hereby is fully paid; the premiums becoming due on the policies insuring the premises covered by this mortgage shall be paid in 12 equal monthly instalments, each instalment to be in an amount equal to 1/12 of the annual premium next due on the policies insuring the premises covered by this mortgage, less all sums already paid therefore, which monthly instalment shall be made together with and in addition to the monthly payments of principal and interest payable under the terms and conditions of the note secured hereby, said sum to be held by the mortgagee in trust to pay the premiums above mentioned before the same becomes delinquent.

To Furnish Abstract

To furnish and leave with said Mortgagee during the existence of said loan, abstracts of title covering said land.

DEFAULT

It is expressly understood and agreed between the parties hereto as follows:

In Payment of Note

That should said Mortgagor... fail to pay any part of the principal or interest according to the terms of the note secured by this mortgage or fail to perform all and singular the covenants and agreements herein contained, the entire debt remaining secured by this mortgage shall at the option of said Mortgagee become at once due and payable, without notice.

In Payment of Taxes

That should said Mortgagor... fail to make payment of any taxes, charges or assessments levied against said property or any part thereof before the same become delinquent, said Mortgagee may, at its option, pay the amount of such tax, charge or assessment, together with any expense incident thereto, and any amount so paid shall be repaid by said Mortgagor... to said Mortgagee on demand with interest thereon at the rate of ten per cent per annum from the date of payment by said Mortgagee, and unless so repaid shall become a part of the debt secured by this mortgage, and the entire debt remaining secured by this mortgage shall at the option of said Mortgagee become at once due and payable, without notice.

In Maintaining Improvements

In the event of actual or threatened waste, demolition, or removal of any building erected on said premises, the entire debt remaining secured by this mortgage shall at the option of said Mortgagee become at once due and payable, without notice.

In Furnishing Insurance

In the event the Mortgagor... shall, for any reason, fail to keep said premises so insured as herein provided or shall fail to deliver the policies of insurance or the renewals thereof as herein provided, or fail to pay the premiums thereon, then said Mortgagee, if it elects, may have such insurance written or renewed and pay the premiums thereon, and any premium so paid shall be secured by this mortgage and shall be repaid by said Mortgagor... within ten days after payment by said Mortgagee with interest thereon at the rate of ten per cent per annum from date of payment. In default thereof, the entire debt remaining secured by this mortgage shall at the option of said Mortgagee become at once due and payable, without notice.