

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 Mortgagee 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 mortgagee 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 mortgagee 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 mortgagee does not elect to accelerate the balance of the remaining obligation secured by this mortgage as specified under paragraph 11 above, mortgagee may charge the assuming grantee a transfer fee of \$25.00. The failure to pay such transfer fee shall constitute a default of this mortgage and mortgagee may at its option declare the whole amount of the indebtedness secured by this mortgage immediately due and payable and foreclose this mortgage in such event.

13. IT IS AGREED THAT the sums received by Mortgagor as evidenced by said promissory note secured by this mortgage, were used by Mortgagor for the payment of all or a portion of the purchase price of the above described mortgaged premises, and that this mortgage is, therefore, a purchase money mortgage under the laws of the State of Kansas.

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

Peter Romero

Anna Marie Romero

Mortgagor

STATE OF KANSAS,

COUNTY OF SHAWNEE

DOUGLAS

Be it Remembered that on the 22nd day of July, 1968,

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

PETER ROMERO and ANNA MARIE ROMERO, his wife

who are personally known to me to be the same persons who executed the within mortgage and such persons 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.

My commission expires

Aug. 23, 1970

Louise Q. Bodin

Notary Public

#### 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 Topeka, Kansas, this day of 19

AMERICAN SAVINGS ASSOCIATION OF TOPEKA

By

STATE OF KANSAS,

COUNTY OF SHAWNEE

This instrument was filed for record on the 31st day of July, 1968

at 2:21 o'clock P. M., and duly recorded in Book at Page

The recording fee is \$ 4.00

Recorded July 31, 1968 at 2:21 P. M.

Y. J. B. Register of Deeds