8. The Mortgagor hereby assigns to the Mortgagoe, all rents and income arising at any and all times from the property erty, to collect and receive all rents and incomes therefrom, and apply the same on the interest and principal payments due hereunder, including insurance premiums, taxes, assessments, repairs or improvements necessary to keep shid property in tenantable condition, or to other charges provided for in said note or this mortgage, provided said mortgagor is in default under the and this mortgage is fully paid. The taking possession of anid property by said mortgage shall in no mance prevent or retaged and this mortgage 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 Mortgagur in any one or more of the conditions, provisions or agreements of said note or of this mortgage, said Mortgage may, at its option, and without notice, declare the whole amount 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

11. The mortgagor further agrees that the obligation secured by this mortgage has been in part advanced by mortgages 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 mortgafe has been paid, the mortgage 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 mortgages may forcelose this mortgage in such event.

12. The mortgager has interest 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 mortgage does not elect to accelerate the balance of the remaining obligation secured by this mortgage and mortgage does not elect to accelercharge-the assuming grantee a transfer fee of \$25.00. The failure to pay such transfer fee shall constitute a default of this mortgage and mortgage 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 Mortgagor, a corporation, hereby expressly waives any and all right of redemption which 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 STATE OF KARGAST ASSOCIATED BUILDERS, INC. Billy, B. Vantuyl, President B. Stroup, Secretary-Treasurer COUNTY OF SHEAKNER BE IT REMEMBERED, That on this 6th day of September , 1968 , before me, the indersigned, a notary public in and for said County and State, same Billy B. Vantuyl and Joe B. Stroup of the Associated Builders, Inc, romorphics, who personally known to me to be the same person who executed the within instrument of writing, and such read duly acknowledged the execution of the same as the act and deed of said corporation. NOT 7, IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written. Seal) Lorraine G. Bodin<sup>Notary</sup> Public (My commission expires August 23, 1970) P.M. <u>Yamice Beem</u>Register of Deeds SATISFACTION AND RELEASE Recorded September 10, 1968 at 2:40 P.M.

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.

AMERICAN SAVINGS ASSOCIATION OF TOPEKA

(Corp. Seal)

By Wylie R. Wisely, President

