

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor...S. 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...S. hereunder, and any assignee of the within described property, hereby specifically agree as one of the provisions of this mortgage, not to sell, assign or transfer the title to the said property, when the assumption of the obligation secured by this mortgage is a condition of such sale, assignment or transfer, without first obtaining the written consent of the mortgagee do so; and it is further agreed that in event of any such transfer the mortgagee may assess a charge not to exceed 1% of the then unpaid principal balance or \$50.00 whichever is the greater, to be paid by the transferee. If the said charge is not paid, the mortgagee may, at its option, add the amount of said charge to the unpaid balance of the said note secured by this mortgage, to become a part thereof.

The mortgagor...S. hereby assign... to said mortgagee all rents and income arising at any and all times from said property and hereby authorize 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.

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...S. shall cause 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.

This mortgage shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, said mortgagor S. have hereunto set their hand S. the day and year first above written.

Clarence L. Warner
Clarence L. Warner

Georgia K. Warner
Georgia K. Warner

STATE OF KANSAS.

COUNTY OF Johnson } ss.

BE IT REMEMBERED, that on this 13 day of December, A.D. 1968, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came

Clarence L. Warner and Georgia K. Warner, husband and wife,

who are personally known to me to be the same person S. 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 Commission Expires Feb. 26, 1970

My Comm. Expires:

Notary Public

JANE L. COLE
8000 E. 10th
OVERLAND PARK,
KANSAS

Recorded December 30, 1968 at 3:46 P. M.

James B. Beam Register of Deeds