<u> 283</u> 8. The Mortgagor hereby assigns to the Mortgagee, all rents and income arising at any and all times from the prop traged and hereby authorize the said Mortgagee, at its option, to enter into the possession of and take charge of said p to collect and receive all rents and incomes therefrom, and apply the same on the interest and principal payments under, including insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in alle condition, or to other charges provided for in said note or this mortgage, provided said mortgagor is in default under this mortgage is fully paid. The taking possession of said property by said mortgage shall in no manner prevent or re Mortgagee 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 Mortgagor in any one or more of the conditions, prov greements of said note or of this mortgage, said Mortgagee may, at its option, and without notice, declare the whole amo indebtedness under said note and this mortgage to be immediately due and payable, and foreclose this mortgage. In cu such default, the balance of the indebtedness shall draw interest at the rate of ten per cent per annum from the beginn I default until paid. 10. The failure of said Mortgagee to assert any of its rights under soid 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 mortgage 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 mortgage shall hav 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 term of this mortgage, and to declare the whole amount of the remaining obligation secured by this mortgage immediately due an payable, and mortgagee may foreclose this mortgage in such event. 12. The morigagor further agrees that in the event the real estate portion who assumes and agrees to pay the obligation secured by this balance of the remaining obligation secured by this mortgage as specif assuming grantee a reasonable transfer fee to be determined by the mo-cent of the then current unpaid principal amount of the indebtedness, efault of this mortgage and mortgage may at its option declare the e immediately due and payable and foreclose this mortgage in such e the indicated due and payshie and foreclose this mortgage in such event. 18. IT IS AGREED that the Mortgagor, a corporation, hereby expressly waives any and all right of redemption which and otherwise be allowed to Mortgagor, its successors or assigns, under the laws of Kansas in the event this mortgage is proportion. It is agreed and understood that under the laws of the State of Kansas, a waiver of redemption rights is allowed by INWITNESS THEREOF, the Mortgagor has executed and delivered this mortgage the day and your first shave written. Joe B. Stroup, Secy. -Traps. Billy B. Vantuyl. President Mortgagor STATE OF HANS 317 Billy B. Vantuyl, President Mortgagor BE IT REMEMBERED, That on this 11th day of August , 19 69 before me the undersigned, a Notary Public in and for said County and State, came Billy B. Vantuyl, President, and Joe E. Stroup, Secy.-Treas. of the Associated Builders, Inc. h, who is personally known to me to be the same person who executed the within instrument of writing, and such lackgowledged the execution of the same as the act and deed of said corporation. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written NOTAR IN WITNESS WHEREOF. I have hereunto set my hand and affixed my official seal, the day y comain Apires August 23, 1970 Lorrame G. Bodn Lorraine G, Bodin (My a 59 A.M. <u>Jamee</u> Register of Deeds

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