

the deficiency which payments shall be secured by this instrument. To the extent that all the provisions of this paragraph for such payments of taxes, assessments and insurance premiums to the Mortgagee are complied with, said Mortgagor shall be relieved of compliance with the covenants contained in paragraph 1 herein as to the amounts paid only, but nothing contained in this paragraph shall be construed as in any way limiting the rights of the Mortgagee at its option to pay any and all of said items when due.

3. If default be made in payment of any indebtedness evidenced by said note, or any interest thereon, when due, or in the faithful performance of any obligation of Mortgagor contained therein, or herein, or in any other instrument evidencing or securing such indebtedness, then the entire principal of such indebtedness and the accrued interest thereon shall at Mortgagee's option become immediately due and payable.

4. In case of default under any obligation hereby secured, this mortgage may be foreclosed and Mortgagee shall be entitled to judgment for all sums hereby secured and for costs, including the cost of any title evidence incident to such foreclosure, all of which shall be an additional charge against said premises and secured by this mortgage, and to a decree for the sale of said premises in satisfaction of such judgment foreclosing each and every right and equity of Mortgagor or any person claiming under him in or to said premises. At any such sale the said premises may be sold as a whole or in parcels as Mortgagee may determine, and Mortgagee shall have the right to bid for and purchase same, or any part thereof. The proceeds of any such sale shall be paid and applied in the following order: (a) on the costs and expenses of such sale or foreclosure proceedings, including cost of title evidence; (b) to Mortgagee on the unpaid principal balance of all indebtedness hereby secured, including all sums advanced or expended by Mortgagee hereunder; (c) to Mortgagee on all interest due on said indebtedness including such advances and expenditures; and (d) the remainder, if any, to the Mortgagor or other person lawfully entitled thereto.

5. Mortgagee may at any time and from time to time without notice and without affecting the personal liability of any person for payment of any indebtedness hereby secured or the lien hereof on the remainder of said premises, do any or all of the following: (a) release any person liable for any indebtedness hereby secured; (b) release any part of said premises from the lien hereof; (c) by agreement with any person obligated on any indebtedness hereby secured or having any interest in said premises extend or renew all or any part of said indebtedness.

6. In the event of the passage after the date of this instrument of any law deducting from the value of the land for the purpose of taxation any lien thereon, or providing or changing in any way the laws now in force for the taxation of mortgages or debts secured thereby, for state or local purposes or the manner of the collection of any such taxes so as to affect the interest of the Mortgagee, the whole sum secured by this instrument with interest thereon, at the option of the Mortgagee shall immediately become due, payable and collectible without notice.

7. This mortgage shall also secure additional loans hereafter made by the then holder of the note secured hereby to the then owner of the real estate described herein, provided that no such additional loan shall be made if the making thereof would cause the total principal indebtedness secured hereby to exceed the amount of the original principal indebtedness stated herein. Each such additional loan shall be evidenced by a note or other evidence of indebtedness identifying such additional loan as part of the indebtedness secured hereby, and shall mature not later than the then maturity date of the original indebtedness secured hereby. Nothing herein contained shall imply any obligation on the part of any holder of said note to make any such additional loan.

8. Mortgagor hereby waives, so far as lawfully may be, each and every benefit under the homestead, exemption, redemption, stay or appraisal laws of the State of Kansas. Should this instrument be executed by more than one person as Mortgagor, each and every obligation of Mortgagor herein set out shall be joint and several. Each and every provision hereof shall bind and inure to the benefit of the parties hereto and their respective assigns and successors in interest.

IN WITNESS WHEREOF, said Mortgagor has hereunto set his hand and seal the day and year first above written.

Wayne A. Roberts

(SEAL)

Judy J. Roberts

(SEAL)

STATE OF KANSAS

COUNTY OF Douglas

BE IT REMEMBERED that on this 23rd day of October, 1970, before me the undersigned, a Notary Public in and for said county and state, personally appeared Wayne A. Roberts and Judy J. Roberts, his wife, who is (are) personally known to me to be the same person(s) who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Charles W. Hedges
Notary Public in and for said County and State

Recorded October 27, 1970 at 1:53 P.M.

Jamie Beem Register of Deeds