

The loan evidenced by this mortgage has been made by the Mortgagee by reason of the personal and financial responsibility of the Mortgagors and the security to the Mortgagee from said mortgage. The above real estate may be sold, conveyed, or otherwise alienated by Mortgagors at any time subject to the lien of said mortgage, provided, however, in such event, the Mortgagee may, at its option and for any reason it deems to be sufficient, elect to declare all remaining principal and accrued interest immediately due and payable and foreclose said mortgage. In the event the above described real estate is so transferred, before this loan is paid, the Mortgagee may elect to accept the assuming grantee and waive its right to accelerate this loan. In such event, the Mortgagee may charge and collect a mortgage transfer fee of \$75.00 for its services in making all required changes in its books, papers, and records, and a fee not to exceed one percent of the then unpaid principal as consideration to the Mortgagee for waiver of its contract right to accelerate this loan and foreclose said Mortgage. Failure to pay such transfer or waiver of acceleration fee shall constitute a default, and the Mortgagee may, at its option, then declare all principal of this loan immediately due and payable and foreclose said mortgage.

It is understood and agreed that this is a purchase money mortgage.

TO HAVE AND TO HOLD the said property together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in anywise appertaining unto the said Mortgagee and to its successors and assigns, forever.

FOR THE PURPOSE OF SECURING, payment of the indebtedness evidenced by one promissory note of even date herewith for the principal sum of

Fifty Five Thousand and no/100----- DOLLARS
with interest thereon at the rate of $9\frac{1}{2}$ percent per annum, principal and interest payable in installments as therein provided and executed by Bernard K. Freeman and Betty Jo Freeman in favor of the Mortgagee; that all of the terms and provisions of said note are hereby made a part of this mortgage as if the same were set out in full at this place and said note and this mortgage shall constitute and be construed as one instrument, and for the further performance of each covenant and agreement of the Mortgagors herein contained.

THE MORTGAGOR COVENANTS AND AGREES HEREBY:

First, to pay immediately when due all taxes which may be assessed upon this mortgage, or said note, or indebtedness secured hereby, without regard to any law, heretofore or hereafter enacted, imposing payment of all or any part thereof upon Mortgagee. In event of enactment of any law imposing payment of all or any portion of any such taxes upon Mortgagee, or the rendering by any court of competent jurisdiction of a decision that the undertaking by Mortgagors, as herein provided, to pay such tax or taxes is legally inoperative, then, unless Mortgagors nevertheless pay such taxes, all sums hereby secured, without any deduction, shall at the option of Mortgagee become immediately due and payable, notwithstanding anything contained herein or any law heretofore or hereafter enacted.

Second, to procure immediately and maintain and deliver to the possession of said Mortgagee without lapse, policies of insurance against fire and extended coverage on the buildings erected and to be erected upon the said premises in some insurance company acceptable to the Mortgagee in an amount equal to the unpaid balance due and owing on said premises to which policies shall be attached mortgage clauses satisfactory to Mortgagee; and it is further agreed that every such policy of insurance shall be held by the Mortgagee, as collateral or additional security for the payment of the same; and in the event of any loss thereunder the Mortgagors shall give immediate notice to the Mortgagee of such loss and Mortgagee is authorized to make proof of loss if advisable or expedient to said Mortgagee; and any insurance company is hereby authorized to make any payments for such loss directly to the said Mortgagee and Mortgagee may apply the same when received to the payment of said note less the costs and expenses incurred in collecting said insurance; or may elect to have any buildings repaired, or new buildings erected on the aforesaid mortgaged premises.

Third, that the Mortgagee may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this mortgage, and may be recovered, with interest at ten percent, in any suit for the foreclosure of this mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

Fourth, to commit or suffer no waste of said property and to maintain and keep the same in good condition and repair and promptly to effect such repairs thereof as Mortgagee may require.

Fifth, to waive the benefit of any valuation or appraisal and all benefits of the homestead and exemption laws of the State of Kansas.

Sixth, to cause or suffer no unlawful or illegal use of said property or any part thereof at any time.

AND IT IS HEREBY MUTUALLY COVENANTED AND AGREED BY AND BETWEEN THE MORTGAGORS AND THE MORTGAGEE: