

A. D. 19 71, before me, the undersigned, a  
 McGreevy and Dorothy E. McGreevy,  
 who are personally  
 writing, and such person S. duly acknowledged

the day and year last above written.

*J. Bryant*  
 Notary Public  
 Bryant

*W. E. Beam* Register of Deeds

Reg. No. 5,719  
 Fee Paid \$91.25

25300 BOOK 160

Loan No. DC-3200

azzarino, husband and wife  
 State of Kansas

by mortgage and warrant to

SOCIATION

under the laws of

the following real estate  
 Kansas to-wit:

es, an Addition  
 the recorded

is a purchase money mortgage.

hereafter erected thereon or placed therein, including all  
 lled, used to supply heat, gas, airconditioning, water, light,  
 after therein or thereon, the furnishing of which by lessors  
 doors and windows, floor coverings, screen doors, in-a-door  
 hereby declared to be a part of said real estate whether  
 rents, issues and profits of said premises which are hereby  
 hereafter to become due as provided herein. The Mortgagee  
 off by the proceeds of the loan hereby secured.

ts, fixtures, appurtenances, apparatus and equipment, unto  
 ents under the homestead, exemption and valuation laws  
 waive.

Thirty-six Thousand Five Hundred and no/100

(\$ 36,500.00)

), which Note, together with interest thereon as therein provided,

Two Hundred Fifty-five and 22/100

(\$ 255.22)

), commencing the first

day of N

which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness

(2) any advances made by the Mortgagee to the Mortgagor, or his successor in title, for any purpose  
 cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said origin

advances, in a sum in excess of Thirty-six Thousand Five Hundred  
 and no/100  
 provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured  
 security or in accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee,  
 Upon transfer of title of the real estate mortgaged to secure  
 balance remaining due hereunder may, at the option of the r  
 due and payable at once.  
**THE MORTGAGOR COVENANTS:**

A (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or  
 the time of payment thereof; (2) To pay when due and before any penalty attaches thereto all tax  
 water charges, and sewer service charges against said property (including those heretofore due), and  
 duplicate receipts therefor, and all such items extended against said property shall be conclusively  
 requirement; (3) To keep the improvements now or hereafter upon said premises insured against d  
 as the Mortgagee may require to be insured against; and to provide public liability insurance and  
 may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the peri  
 value thereof, in such companies, through such agents or brokers, and in such form as shall be satisfac  
 policies shall remain with the Mortgagee during said period or periods, and contain the usual clause  
 them payable to the Mortgagee; and in case of foreclosure sale payable to the owner of the certificat  
 receiver or redemptioner, or any grantee in a Master's or Commissioner's deed; and in case of los  
 is authorized to adjust, collect and compromise, in its discretion, all claims thereunder and to execute a  
 all necessary proofs of loss, receipts, vouchers, releases and acquittances required to be signed  
 Mortgagor agrees to sign, upon demand, all receipts, vouchers and releases required of him to be signed  
 and the Mortgagee is authorized to apply the proceeds of any insurance claim to the restoration of  
 hereby secured in its discretion, but monthly payments shall continue until said indebtedness is  
 destruction or damage, to commence and promptly complete the rebuilding or restoration of buildin  
 on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the pro  
 destruction or damage; (5) To keep said premises in good condition and repair, without waste, a  
 lien or claim of lien not expressly subordinated to the lien hereof; (6) Not to make, suffer or permit  
 exist on said property nor to diminish nor impair its value by any act or omission to act; (7) To  
 with respect to mortgaged premises and the use thereof; (8) Not to make, suffer or permit, without th  
 being first had and obtained, (a) any use of the property for any purpose other than that for whi  
 of the improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said pro  
 sale, lease or agreement under which title is reserved in the vendor, of any apparatus, fixtures or co  
 buildings or improvements on said property.

B In order to provide for the payment of taxes, assessments, insurance premiums, and other  
 securing this indebtedness, I promise to pay monthly to the Mortgagee, in addition to the above pay  
 to one-twelfth of such items, which payments may, at the option of the Mortgagee, (a) be held  
 funds or its own funds for the payment of such items; (b) be carried in a savings account and  
 (c) be credited to the unpaid balance of said indebtedness as received, provided that the Mortga  
 sufficient to pay said items as the same accrue and become payable. If the amount estimated to  
 sufficient, I promise to pay the difference upon demand. If such sums are held or carried in a savin  
 to further secure this indebtedness. The Mortgagee is authorized to pay said items as charged or bill

C This mortgage contract provides for additional advances which may be made at the optio  
 mortgage, and it is agreed that in the event of such advances the amount thereof may be added to  
 the unpaid balance of the note hereby secured by the amount of such advance and shall be a par  
 the terms of said note and this contract as fully as if a new such note and contract were executed  
 Agreement may be given and accepted for such advance and provision may be made for different t  
 rate and other express modifications of the contract, but in all other respects this contract shall r  
 indebtedness, including all advances.

D That in case of failure to perform any of the covenants herein, Mortgagee may do on Mort  
 that said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that  
 moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys togeth  
 rate for which it is then lawful to contract shall become so much additional indebtedness secured  
 as the original indebtedness and may be included in any decree foreclosing this mortgage and b  
 sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to  
 encumbrance or claim advancing moneys as above authorized, but nothing herein contained shall h  
 to advance any moneys for any purpose nor to do any act hereunder; and the Mortgagee shall not  
 anything it may do or omit to do hereunder; §

E That it is the intent hereof to secure payment of said note and obligation whether the  
 to the Mortgagor at the date hereof, or at a later date, and to secure any other amount or amoun  
 indebtedness under the terms of this mortgage contract;

F That in the event the ownership of said property or any part thereof becomes vested in  
 Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in intere  
 the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or m  
 secured hereby, without discharging or in any way affecting the liability of the Mortgagor hereu

G That time is of the essence hereof and if default be made in performance of any coven  
 payment under said note or obligation or any extension or renewal thereof, or if proceedings be  
 charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or again  
 shall make an assignment for the benefit of his creditors or if his property be placed under cont  
 the Mortgagor abandon any of said property, then and in any of said events, the Mortgagee is h  
 option and without affecting the lien hereby created or the priority of said lien or any right o  
 without notice, all sums secured hereby immediately due and payable, whether or not such defaul  
 toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the M  
 immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the  
 several parts separately;

H That the Mortgagee may employ counsel for advice or other legal service at the Mortga  
 dispute as to the debt hereby secured or the lien of this Instrument, or any litigation to which t  
 account of this lien or which may affect the title to the property securing the indebtedness hereby  
 lien and any reasonable attorney's fees so incurred shall be added to and be a part of the debt  
 reasonably incurred in the foreclosure of this mortgage and sale of the property securing the same  
 or litigation affecting said debt or lien, including reasonably estimated amounts to conclude the  
 part of the debt hereby secured. All such amounts shall be payable by the Mortgagor to the Mo  
 be included in any decree or judgment as a part of said mortgage debt and shall include interest a  
 contract rate then in legal rate.

I In case the mortgaged property, or any part thereof, shall be taken by condemnation,  
 collect and receive all compensation which may be paid for any property taken or for damages to any  
 compensation so received shall be forthwith applied by the Mortgagee as it may elect, to the i  
 secured hereby, or to the repair and restoration of any property so damaged, provided that any  
 ness shall be delivered to the Mortgagor or his assignee.