

-----Dollars
ed, is payable in monthly installments of
-----Dollars
November, 1971.
edness is paid in full.

purpose, at any time before the release and
Original Note together with such additional
-----Dollars (\$ 36,500.00),
secured hereby when advanced to protect the

gagage, as contained herein and in said Note.
secure this note the entire
the mortgagee, be declared

ed, or according to any agreement extending
all taxes, special taxes, special assessments,
, and to furnish Mortgagee, upon request,
sively deemed valid for the purpose of this
inst damage by fire, and such other hazards
and such other insurance as the Mortgagee
e period of redemption, for the full insurable
satisfactory to the Mortgagee; such insurance
clause satisfactory to the Mortgagee making
tificate of sale, owner of any deficiency, any
of loss under such policies, the Mortgagee
ecute and deliver on behalf of the Mortgage
gned by the insurance companies, and the
e signed by the Mortgagee for such purpose;
n of the property or upon the indebtedness
ness is paid in full; (4) Immediately after
buildings and improvements now or hereafter
e proceeds of any insurance covering such
este, and free from any mechanic's or other
ermit any unlawful use of or any nuisance to
7) To comply with all requirements of law
out the written permission of the Mortgagee
or which it is now used, (b) any alterations
id property, (c) any purchase on conditional
or equipment to be placed in or upon any

and other annual charges upon the property
e payments, a sum estimated to be equivalent
held by it and commingled with other such
and withdrawn by it to pay such items; or
ortgagee advances upon this obligation sums
ed to be sufficient to pay said items is not
savings account, the same are hereby pledged
or billed without further inquiry.

option of the Mortgagee and secured by this
ded to the mortgage debt and shall increase
a part of said note indebtedness under all of
ecuted and delivered. An Additional Advance
rent monthly payments and a different interest
shall remain in full force and effect as to said

Mortgagor's behalf everything so conveyed;
that Mortgagor will repay upon demand any
together with interest thereon at the highest
ured by this mortgage with the same priority
and be paid out of the rents or proceeds of
agee to inquire into the validity of any lien,
shall be construed as requiring the Mortgagee
ill not incur any personal liability because of

er the entire amount shall have been advanced
amounts that may be added to the mortgage

ed in a person other than the Mortgagor, the
interest with reference to this mortgage and
or may extend time for payment of the debt,
hereunder or upon the debt hereby secured;

covenant herein contained or in making any
gs be instituted to enforce any other lien or
against the Mortgagor, or if the Mortgagor
r control of or in custody of any court, or if
e is hereby authorized and empowered, at its
right of the Mortgagee hereunder, to declare
default be remedied by Mortgagor, and apply
he Mortgagor, and said Mortgagee may also
of the premises en masse without offering the

Mortgagee's discretion in connection with any
which the Mortgagee may be made a party on
reby secured or which may affect said debt or
debt hereby secured. Any costs and expenses
same and in connection with any other dispute
e transaction, shall be added to and be a
e Mortgagee on demand, and if not paid shall
erest at the highest contract rate, or if no such

tion, the Mortgagee, is hereby empowered to
no any property not taken and all condemnation
the immediate reduction of the indebtedness
any excess over the amount of the indebted-

J. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in and to the premises, to make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce the same, employ renting agents of other employees, alter or repair said premises, buy furnishings and equipment therefor when it may be deemed advisable, and purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general, to exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to be secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply the same to the principal of the mortgage, and to the interest thereon, and to the deficiency in the proceeds of sale, if any, whether the same be in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfaction of the mortgage, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee in all indebtedness secured hereby is paid in full or until the delivery of a Master's Deed or Special Commissioner's Deed purporting to foreclose the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which the Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph, and shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless such acts or omissions occur within sixty days after Mortgagee's possession ceases.

K. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right conferred upon the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and remedies herein conferred upon the Mortgagee shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion may require.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 1st

of June A.D. 19 71

Alexander A. Lazzarino (SEAL)
Alexander A. Lazzarino
(SEAL)

Diane Lazzarino
Diane Lazzarino

State of Kansas

County of Douglas

SS

I, Mary E. Haid, a Notary Public in and for said County, in the

DO HEREBY CERTIFY that Alexander A. Lazzarino and Diane Lazzarino,
husband and wife

personally known to me to be the same person or persons whose name or names is or are subscribed to

Instrument, appeared before me this day in person and acknowledged that they have signed, sealed

the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, and

release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN UNDER MY HAND and Notarial Seal this 1st day of June, A.D. 1971

My Commission expires April 16, 1973

Mary E. Haid
Mary E. Haid Notary Public

Filed in _____ Recorder's Office of _____ County, State of _____

Recorded June 2, 1971 at 11:02 A.M.

James B. Breen Recorder