PROVIDED ALWAYS, and ~~these~~ presents are upon these express conditions, that if Mortgagor shall promptly pay to Mortgagee one certain promissory note, even date herewith, made by Mortgagor to Mortgagee in the principal amount of $ 10,310.48 payable in monthly installments of $ 71.00 each, the last installment being due and payable on October 5th, 1971, and until full payment thereof, or any extensions or renewals thereof, in whole or in part, and payment of all other indebtedness or liability that may become due or owing hereunder and secured hereby, shall faithfully and promptly comply with and perform each and every other covenant provision herein on the part of Mortgagor to be complied with and performed, then these presents shall be void.

The Mortgagor further covenants and agrees with the Mortgagee as follows:

To pay the indebtedness recited in and evidenced by said note and any extensions or renewals thereof, and all other indebtedness or liability hereby secured, however created or evidenced; to pay all taxes, assessments, levies, liens and encumbrances of every kind and nature on said property and upon this mortgage and note and the monies secured hereby promptly when due and before delinquency thereof; to pay all costs and expenses incurred or paid by the Mortgagee in collecting the indebtedness hereby secured or in ~~enforcing or protecting~~ the rights and security of the Mortgagee hereunder, including reasonable attorney's fee if placed in the hands of an attorney, whether collected by foreclosure or otherwise; to keep all buildings and structures now or hereafter erected upon the mortgaged premises, constantly insured in an amount not less than the principal amount of the note aforesaid against all loss or damage by fire, windstorm or tornado and water damage, as may be required by the Mortgagee, and in a company or companies acceptable to said Mortgagee. All said policies and renewals thereof shall contain standard mortgagee clauses with or without full contribution as the Mortgagee shall require, and in such form as shall be satisfactory to the Mortgagee by which any loss or damage under said policies shall be payable to the Mortgagee as its interest may appear.

It is further covenanted that the Mortgagee may advance monies that should have been paid by Mortgagor hereunder in order to protect said property or the lien or security hereof, and Mortgagor agrees without demand to forthwith repay such monies, which amount shall bear interest from the date so advanced until paid at the rate of six (6%) per cent per annum and shall be considered as so much additional indebtedness secured hereby; but no payment by the Mortgagee of any such monies shall be deemed a waiver of the Mortgagee's right to declare the principal sum due hereunder by reason of the default or violation of Mortgagor in any of his covenants hereunder.

The Mortgagor further covenants to keep said property and the buildings now located thereon or hereafter to be erected thereon in good repair and to permit, commit or suffer no waste, impairment or deterioration thereof, and to comply strictly with all laws and governmental regulations and rules affecting said property or its operation.

It is further covenanted and made the essence hereof that in case of defaults for thirty days in the payment of any sums of money to be paid hereunder by the Mortgagor or in the performance of any of the covenants herein on the part of the Mortgagor to be performed, then it shall be optional with the Mortgagee to consider all unmatured indebtedness or liability secured hereby, including any additional sums hereunder advanced and secured hereby and any interest due thereon, as immediately due and payable, without demand and without notice or declaration of said option, and the Mortgagee shall have the right forthwith to institute proceedings to enforce the collection of all monies secured hereby including the right to foreclose the lien hereof.

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The Mortgagor hereby waives all right of homestead and exemption granted by the Constitution and laws of Kansas. It is specifically agreed that time is of the essence of this contract and that no waiver by the Mortgagee of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the obligation secured hereby.

It is covenanted and agreed that the terms "Mortgagor" and "Mortgagee" for convenience herein employed, and any pronouns used in connection therewith, shall be construed to include the plural as well as the singular number, and the masculine, feminine and neuter gender, whenever and wherever the context so admits or requires; and that all covenants and obligations of the respective parties hereto shall extend to and be obligatory upon their heirs, legal representatives, successors and assigns.

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

Roy F. Grammer (SEAL)
Roy F. Grammer

Dorothy M. Grammer (SEAL)
Dorothy M. Grammer

Signed, sealed and delivered in the presence of:

Edward Turnage
Edward Turnage

Sherry Bradford
Sherry Bradford

STATE OF ~~KANSAS~~ Arkansas

COUNTY OF Washington

I HEREBY CERTIFY, That on this day, before me an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Roy Grammer and Dorothy M Grammer to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same as their free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of July, A.D. 1971.

NOTARY PUBLIC WASHINGTON COUNTY, ARK.

Don L. Kemp
Don L. Kemp
Notary Public

My Commission Expires: 1-1-73

Recorded September 8, 1971 at 10:33 A.M. Janie Beem Register of Deeds