

## DOUGLAS COUNTY, KANSAS

(2) To provide, maintain and deliver promptly to Mortgagee fire insurance, together with such other insurance as Mortgagee may require, satisfactory to and with loss payable to Mortgagee, upon the buildings and improvements now situate or hereafter constructed in or upon said real property, and to assign and deliver to Mortgagee, as issued, all other insurance policies covering any of said property;

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

(4) Not to permit or suffer, without the written consent of Mortgagee:

(a) The use of any of said property for any purpose other than that for which the same is now used; or

(b) Any alteration of or addition to the buildings or improvements now situate or hereafter constructed in or upon said real property;

(5) To repay to Mortgagee, immediately and without demand, in lawful money of the United States of America, at Mortgagee's Regional Office in Omaha, Nebraska, or at such other place as Mortgagee may designate, all funds hereafter advanced by Mortgagee to Mortgagor or for the benefit or account of Mortgagor pursuant to any covenant or agreement herein contained or for any purpose, with interest thereon, from date of advance until repaid, at the rate specified in said note, and to pay promptly when due and payable all indebtedness evidenced by said note.

# B. AND IT IS HEREBY MUTUALLY COVENANTED AND AGREED BY AND BETWEEN MORTGAGOR AND MORTGAGEE:

(1) That all awards of damages in connection with any condemnation for public use or injury to any of said property are hereby assigned and shall be paid to Mortgagee, who may apply the same to payment of the installments last due under said note, and Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances thereof and to appeal from any such awards;

(2) That no waiver by Mortgagee of performance of any obligation herein or in said note contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said obligations;

(3) That Mortgagee is hereby authorized and empowered, at its option, at any time, without notice and without affecting the liability of any person for payment of any indebtedness secured hereby or the lien upon said property hereby created or the priority of said lien, to:

(a) Deal in any way with Mortgagor or grant to Mortgagor any indulgences or forbearances or any extensions of the time for payment of any indebtedness secured hereby;

(b) Pay to or permit the use for any purpose by Mortgagor of any rents, revenues or other moneys received by Mortgagee under any insurance policy or award herein mentioned or otherwise; and

(c) Execute plats of any of said property and execute and deliver partial releases of any of said property from the lien created hereby;

(4) That each right, power and remedy herein conferred upon Mortgagee is cumulative of every other right or remedy of Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith;

(5) 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;

(6) That all moneys received by Mortgagee during continuance of any default hereunder by Mortgagor may be applied to the payment of any indebtedness secured hereby in such order as Mortgagee may determine, notwithstanding any provision to the contrary herein or in said note contained;

(7) That each covenant, agreement and provision herein contained shall apply to, inure to the benefit of and bind Mortgagor and Mortgagee and their respective assigns and successors in interest and shall bind all encumbrancers of any of said property whose liens or claims are junior or inferior to the lien created hereby, and the term 'Mortgagee', as used herein, shall include any lawful owner, holder or pledgee of any indebtedness secured hereby;

(8) That wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural;

(9) That Mortgagor for said consideration does hereby expressly waive all benefit of the homestead and exemption laws of the State of Kansas;

(10) That Mortgagor hereby irrevocably constitutes and appoints Mortgagee his attorney in fact for the purposes of entering upon said property and inspecting, leasing, operating and renting the same and collecting all rents and other revenues therefrom, and such rents and revenues shall be applied first to the payment of all cost and expense of such inspection, leasing, renting and collection, and second to the payment of any indebtedness then due and secured hereby, and the remainder, if any, shall be paid to Mortgagee, and Mortgagee shall have the right to exercise any of said rights and powers at its option, at any time during continuance of any default hereunder by Mortgagor and without notice;

(11) That time is of the essence hereof and if default be made in performance of any covenant or agreement of Mortgagor herein contained or in making any payment under said note (or any extension or renewal thereof) or as herein provided, or if proceedings be instituted or process be issued to enforce any other lien, charge or encumbrance upon or against any of said property, or if Mortgagor be declared a bankrupt or insolvent or make an assignment for the benefit of any creditor or be placed under control of or in custody of any court, or if Mortgagor abandon any of said property, then in any of said events Mortgagee is hereby authorized and empowered, at its option, without notice and without affecting the lien hereby created or the priority of said lien or any right of Mortgagee hereunder, to:

(a) Perform any such defaulted covenant or agreement to such extent as Mortgagee shall determine and enter upon said property, inspect, repair and maintain the same and perform such other acts thereon as Mortgagee shall deem necessary and advance all such moneys as Mortgagee shall deem necessary to expend for any such purpose, and all moneys so advanced and expended by Mortgagee, with interest thereon from date of expenditure until repaid at the rate specified in said note, are secured hereby and shall be repaid, immediately and without demand, by Mortgagor to Mortgagee; and

(b) Declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by Mortgagor, and enforce any of the rights which accrue to Mortgagee hereunder and to enforce any remedy of Mortgagee, under the laws of the State of Kansas;

Provided, however, that if Mortgagor shall pay all of said indebtedness, and fully perform all the covenants and agreements herein contained, then this mortgage shall be void and released at the expense of Mortgagor, otherwise to remain in full force and effect.

WITNESS the hand of Mortgagor.

Orlando A. Dimery

Alberta Dimery

STATE OF KANSAS,

COUNTY OF Douglas } ss.

BE IT REMEMBERED, That on this 4th day of October, A. D., Nineteen Hundred and Thirty-five

before me, the undersigned, a Notary Public in and for said County and State, came Orlando A. Dimery and Alberta Dimery, his wife who are personally known to me to be the identical person<sup>s</sup> described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL)

Oscar J. Lane

Notary Public.

My Commission expires March 9, 1938

Douglas County, Kans.

The amount secured by this mortgage has been paid in full, and the same is hereby released, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

(RELEASE)

The amount secured by this mortgage has been paid in full, and the same is hereby canceled this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.