

DOUGLAS COUNTY

this mortgage, and provided further, that the maturity of any such additional debt shall not be later than the time specified for the payment of the original debt secured hereby.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal and interest on the indebtedness secured by this mortgage at the time and in the manner provided in said note above described and in any note which may be given to evidence future advances and additional loans made by the mortgagee to the mortgagor.
2. That, together with and in addition to the monthly payments of principal and interest payable under the terms of said note above described and any other notes which may be given to evidence future advances and additional loans made by the mortgagee to the mortgagor, he will pay to the mortgagee until the said indebtedness is fully paid in the following sums:

(a) A sum equal to the ground rent, if any, and the taxes and special assessments next due on the premises covered by this mortgage, plus the premiums that will next become due and payable on policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the Mortgagee) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such ground rents, premiums, taxes and assessments will become delinquent, such sums to be held by Mortgagee in trust to pay said groundrents, premiums, taxes and special assessments,

(b) All payments mentioned in the preceding subsection of this paragraph and all payments to be made under the note secured hereby shall be added together and the aggregate amount thereof shall be paid by the Mortgagor each month in a single payment to be applied by the Mortgagee to the following items in the order set forth:

- (I) ground rents, if any, taxes, assessments, fire and other hazard insurance premiums;
- (II) interest on the note secured hereby; and
- (III) amortization of the principal of said note.

any deficiency in the amount of such aggregate monthly payment shall, unless made good by the Mortgagor prior to the due date of the next such payment, constitute a default under this mortgage.

3. That if the total of the payments made by the Mortgagor under (a) of the preceding paragraph shall exceed the amount of payments actually made by the Mortgagee for ground rents, taxes and assessments or insurance premiums, as the case may be, such excess shall be credited by the Mortgagee on subsequent payments of the same nature to be made by the Mortgagor. If, however, the monthly payment made by the Mortgagor under (a) of the preceding paragraph shall not be sufficient to pay groundrents, taxes and assessments, and insurance premiums, as the case may be, when the same shall become due and payable, then the Mortgagor shall pay to the Mortgagee upon demand any amount necessary to make up the deficiency, on or before the date when payment of such ground rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of the preceding paragraph which have not already been applied to the payment of such ground rents, taxes assessments, fire and other hazard insurance premiums. If there shall be a default under any of the provisions of this mortgage resulting in the public sale of the premises covered hereby or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining the funds accumulated under (a) of the preceding paragraph as a credit on the unpaid balance of said note.

4. That he will pay all taxes assessments, insurance, premiums, abstract expense, water rates, and other governmental or municipal charges, fines, or impositions, for which provisions has not been made hereinbefore, and in default thereof the Mortgagee may pay the same and add the amounts so paid to the unpaid principal of said note.

5. That he will keep the above premises in as good order, condition and repair as they are now, and will not commit or permit any waste thereof, reasonable wear and tear excepted, and will not permit as nuisance thereon.

6. That he will keep the improvements now existing or hereafter erected on the mortgaged premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as the Mortgagee may require, and will pay promptly, when due, any premiums for such insurance, as herein provided. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee and have attached thereto loss payable clauses acceptable of the Mortgagee. In event of loss, he will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee, at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this Mortgage or other transfer of title to the mortgaged property in extinguishment of the debt secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. Upon default in any of the terms, conditions or covenants of this Mortgage, or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues and profits thereof, which shall not prevent or retard the enforcement of Mortgagee's rights by foreclosure or otherwise. In the event of any default, this mortgage may be foreclosed. Appraisement is hereby waived.

8. Notice of the exercise of any option granted herein to the mortgagee is not required. The failure of Mortgagee to assert any of its rights hereunder at any time shall not be construed as a waiver of its right to assert them at any subsequent time, and to insist upon and enforce strict compliance with all the terms and conditions of said note and mortgage. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

Elmo W. Geppelt
Betty Jean Geppelt

STATE OF KANSAS)
COUNTY OF Douglas)ss.

BE IT REMEMBERED, that on this 13th day of September, 1946 before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Elmo W. Geppelt and Betty Jean Geppelt, his wife to me personally known to be the same person(s) who executed the above and foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

(SEAL) My Commission Expires July 28, 1948

Grace Vernon
Notary Public.

Recorded September 13, 1946 at 3:00 P.M.

Harold A. Beck

Register of Deeds.
