

To secure the payment of a debt evidenced by a certain promissory note of which the following is a copy:

\$ 3,500.00

December 16, 1946

For value received, I promise to pay to the order of

THE UNION CENTRAL LIFE INSURANCE COMPANY OF CINCINNATI, OHIO.

the sum of Three Thousand Five Hundred and no/100 (\$3,500.00) - - - - - DOLLARS at the Home Office of said Company in Cincinnati, Ohio, in installments as follows: \$105.00 on the 1st day of March, 1947, and \$105.00 on the same day of each succeeding year thereafter to and including March 1, 1965, and the balance of principal on March 1, 1966. Interest on unpaid principal at the rate of 4 1/2 per centum per annum is payable with each installment. Interest shall begin March 1, 1946.

~~XXXXXXXXXXXXX~~

This note evidences a balance of purchase money and is secured by a mortgage or deed of trust ~~on the~~ premises described in said mortgage deed of trust, or default in the payment of taxes or water, ~~which~~ in the event of default in the payment of any installment of the principal, or interest thereon, or default in the payment of taxes or water, ~~which~~ or assessments upon the premises described in said mortgage deed of trust, or default in the payment of fire, lightning or windstorm insurance premiums, or of any of the other covenants contained in said mortgage deed of trust, the holder of this note, at its option, without notice, declare the unpaid principal and the interest accrued thereon, immediately due and payable and may proceed by foreclosure or by sale under the power contained in said mortgage or deed of trust to enforce the collection thereof.

In case this note is placed in the hands of an attorney for collection, I agree to pay all costs of collection and a reasonable attorney's fee, if permitted by law.

Installments of principal and interest not paid when due shall bear 8 per cent interest per annum after maturity, until paid. The right is reserved to pay any amount at any time prior to maturity and stop interest thereon provided all prior installments have been paid, but such prepayments shall not relieve from continuing consecutive payments in amounts as herein provided.

This note is to be construed by the laws of Kansas.
Any check, draft or money order remitted in settlement of this note, or any part thereof, may be handled for collection in accordance with the practice of the collecting bank or banks, and shall not be deemed payment until the money is actually received by the Company.

Address..... J. Westal Dexter
No..... Joyce L. Dexter

This conveyance shall secure any and all renewals or extensions of the whole or any part of said indebtedness however evidenced, with interest at such lawful rate as may be agreed upon and any such renewals or extensions or any change in the terms or rate of interest shall not impair in any manner the validity of, or priority of this mortgage or release the party of the first part from personal liability for the debt hereby secured.

The right is hereby given by the party of the first part and reserved by the party of the second part, successors or assigns, to make partial release or releases of the security hereunder, agreeable to the party of the second part, without notice to or the consent, approval, or agreement of other parties in interest, which partial release or releases shall not impair in any manner the validity of, or priority of this mortgage on the security remaining.

The said parties of the first part hereby covenant..... and agree..... with the said party of the second part, its successors and assigns, as follows:

FIRST.—To pay all taxes, assessments and charges of every character which are now, or which hereafter may become liens on said real estate when due, also all taxes assessed in Kansas against said party of the second part, or its assigns, on this mortgage or the notes or debt secured hereby, before the same become delinquent, provided the amount of such latter taxes together with the interest on the debt secured hereby does not exceed the maximum permitted by law to be paid, but if it does, the excess is to be paid by the said party of the second part; to deliver to the party of the second part, receipts showing payment thereof.

SECOND.—To keep said real estate and all buildings, fences and other improvements thereon in as good condition and repair as of this date, and to commit or permit no waste, and especially no cutting of timber, except for making and repairing the fences on the place, and such as shall be necessary for fire-wood for use of the grantor's family, and to keep within said improvements all heating, lighting, refrigerating and all other fixtures and appliances now in or that may hereafter be placed in said improvements.

THIRD.—To keep the buildings now on or hereafter erected on said real estate insured at the option and to the satisfaction of the party of the second part, delivering all policies and renewals thereof to said party of the second part. The party of the first part hereby assigns and transfers to the party of the second part all right and interest in all policies of insurance carried or to be carried upon said property.

FOURTH—In case of failure to pay the taxes, liens, assessments and charges, or to effect said insurance, the party of the second part may pay said taxes, liens, assessments, charges, and effect such insurance. The amounts so paid shall be due and payable, at the option of the party of the second part, with interest at the highest rate permitted by law, and such amounts shall be secured hereby.

FIFTH.—That, if the party of the second part herein is now, or hereafter becomes the owner or holder of a mortgage or mortgages, other than this, upon the real estate herein described, or any part thereof, failure to comply with any of the requirements or conditions of either of said mortgages, which failure would mature the indebtedness secured by it, shall mature, at the option of the party of the second part herein, the indebtedness under all such mortgages.

SIXTH.—That as additional and collateral security for the payment of the notes and the indebtedness hereinbefore described, said party of the first part hereby assigns to said party of the second part, its successors and assigns, all of the rents, profits, revenues, rights, royalties and benefits accruing under all tenancies and leases now on said real estate, or which may hereafter be placed thereon and the tenant, lessee or assignee or sub-lessee is hereby directed on production of this mortgage or certified copy thereof, to pay said rents, profits, revenues, rights, royalties and benefits to said party of the second part, its successors and assigns; this provision to become effective only upon default in the terms and conditions of this mortgage or the notes hereby secured, or prior to such default, upon notice to the lessee in such case; and to terminate and become null and void upon release of this mortgage.