

This mortgage is given to secure the payment of the principal sum of FOUR THOUSAND AND NO/100 DOLLARS (\$ 4,000.00), with interest thereon, as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable in installments as provided by said note until the total amount of indebtedness to the Mortgagee, its successors and assigns, has been paid in full.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal and interest evidenced by the said note, at the times and in the manner therein provided.
2. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made herein, and in default thereof the Mortgagee may pay the same.
3. That he will keep the premises above conveyed in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.
4. That the Mortgagor 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 it may require and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been herein made. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewal thereof shall be held by it and have attached thereto loss payable clauses in favor of and in form acceptable to 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.
5. That if the Mortgagor fails to make any payment provided for in this mortgage for taxes, insurance premiums, repair of the premises, or the like, then the Mortgagee may pay the same and all sums so advanced, with interest thereon at ten per annum from the date of such advance, shall be payable on demand and shall be secured hereby.
6. That if there shall be a 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, royalties, issues and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisal is hereby waived.

If this mortgage secures a loan guaranteed or insured in whole or in part by any agency, authority or instrumentality of the United States, Regulations thereunder in effect on the date that this loan is submitted and accepted or approved for guaranty or insurance shall govern the rights, duties and liabilities of the parties to such loan, and any provisions of the loan instruments inconsistent with such Regulations are hereby amended and supplemented to conform thereto.

Notice of the exercise of any option granted herein to Mortgagee is not required to be given and no failure of Mortgagee to exercise any option to declare matured the debt hereby secured, or in fact any option hereunder, shall be deemed a waiver of the right to exercise such option at any other time, as to any present, past or future default hereunder. 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(s) have hereunder set their hand(s) and seal(s) the day and year first above written.

William A. Roe (Seal)

Catherine H. Roe (Seal)

(Seal)

(Seal)

STATE OF KANSAS }
COUNTY OF *Jackson* } ss:

BE IT REMEMBERED, That on this *10* day of *January*, 19*47*, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared *W. A. Roe & Catherine H. Roe*, 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 same.

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

My Commission expires *March 26, 1950*

Edith Hile Matheis
Notary Public

Recorded January 23, 1947 at 9:10 A.M.

Harold A. Back
Register of Deeds.