

computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of paragraph 2 hereof, which the Mortgagor has not been required to make, and pay to the Federal Housing Commissioner, and any other payments in the future as required under the provisions of (c) of paragraph 2 hereof. There shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises secured hereunder if the Mortgagor, or his property, otherwise after default, the Mortgagor shall agree, at the time of the commencement of such proceedings, or at the time the property is otherwise sold, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. 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 herebefore, and in default thereof the Mortgagor may pay the same.

5. 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.

6. 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 Mortgagor against loss by fire and other hazards, casualties and contingencies, including war damage, 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 made herebefore. All insurance shall be carried in companies approved by the Mortgagor and the policies and renewals thereof shall be held by it and have attached thereto a loss payable clause in favor of and in form acceptable to the Mortgagor. In event of loss he will give immediate notice by mail to the Mortgagor 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 Mortgagor instead of to the Mortgagor and the Mortgagor jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagor 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. 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 Mortgagor may pay the same and all sums so advanced, with interest thereof at four per centum (4%) per annum from the date of such advance, shall be payable on demand and shall be secured hereby.

8. 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 Mortgagor shall, at the option of the Mortgagor, become immediately due and payable. The Mortgagor shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Assignment is hereby waived.

9. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within _____ from the date hereof (written statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the _____ time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagor or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

Notice of the exercise of any option granted herein to the Mortgagor is not required to be given. 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(s) have hereunto set hand(s) and seal(s) the day and year first above written.

Pat. H. Gracigli [SEAL]
Eva Gracigli [SEAL]

STATE OF KANSAS,

COUNTY OF Douglas.

BE IT REMEMBERED, that on this 11th day of October, 1947, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Pat. H. Gracigli, 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 same.

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

My Commission expires Nov. 6, 1948

Robert C. Calver
Notary Public.