

...said mortgagor, to the said mortgagor; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises and upon any interest therein, and procure and deliver to said mortgagor at its home office, in days before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and, so long as any part of the debt hereby secured remains unpaid, shall keep the building or buildings shown and described hereon covered on the debt hereby secured by a solvent insurance company, to be approved by the mortgagee, against loss or damage by fire to the amount of at least their full insurable value, - - -

and against loss or damage by windstorm, cyclone and tornado to the amount of at least their full insurable value, (provided, that if any policy of insurance contains any condition or provision as to co-insurance, the building or buildings shall be kept insured for a sufficient amount to comply with such co-insurance condition, and that each windstorm, cyclone and tornado policy, by its terms or by appropriate endorsement or riders, shall provide that in case an insured building or any material part thereof, fail as the result of windstorm, cyclone or tornado, immediately followed by fire as a direct result, the mortgagee all policies of insurance above required, and all other policies of insurance covering said building, with loss, if any, made payable to the mortgagee as its interest may appear, by endorsements upon or riders attached to said policies in terms satisfactory to the mortgagee; and shall not commit or suffer any waste of said premises, or of the improvements thereon, or of the premises in good condition and repair, and shall keep the buildings and other improvements now or hereafter erected premises free from all prior liens; and upon demand of the mortgagee shall pay all liens, if any, which in any way may impair the security of this mortgage, and all costs, expenses and attorney's fees incurred by the mortgagee in or on account of any litigation or legal proceedings in any court or before any tribunal, whether instituted by a party hereto or otherwise, which shall involve in any way the aforesaid premises, or the collection or enforcement of the debt or moneys hereby secured, or the protection of this mortgage, or of its lien or priority; all of which the mortgagor hereby agreed to do; then these proceeds to be sold, otherwise to remain in full force.

It is agreed that if the insurance herein provided for is not promptly effected and the policies therefor made payable and deposited as herein provided, or if the liens, taxes, special assessments, costs, expenses or attorney's fees herein provided shall not be paid in the manner, and tax receipts filed within the time herein provided, the mortgagee (whether, electing to declare the whole indebtedness hereby secured due and collectible at once, or not), may (1) effect the insurance above provided for, fees, penalties and other expenses, which taxes and special assessments it may conclusively assume (and shall not be affected by any notice to the contrary); and (2) pay such liens, taxes, expenses and attorney's fees; and all such payments, penalties and charges upon the mortgagor's premises and (3) pay such liens, taxes, expenses and attorney's fees; and all such payments, penalties and charges upon the mortgagor's premises and (4) pay such liens, taxes, expenses and attorney's fees; and all such payments, penalties and charges upon the mortgagor's premises shall be construed as requiring the mortgagee to effect such insurance, to advance or expend money for taxes, assessments or other purposes aforesaid.

The mortgagor's covenant and agree to pay the indebtedness hereby secured promptly and in full compliance with the terms of said note, and that in case default shall be made in the payment of any installment of said note or of interest thereon, when due, or if there shall be a failure to comply with any condition or provision of this mortgage, then the said note and the whole indebtedness secured hereby shall become due and collectible at once by foreclosure or otherwise; and upon commencement of any proceeding to enforce or foreclose this mortgage, or at any time thereafter during the pendency of such proceeding, the mortgagor shall make any period allowed for redemption, or if such enforcement is not by suit or action, then to any court of competent jurisdiction, shall be entitled, as a matter of right, without notice to the mortgagee or person or persons liable for the payment of the indebtedness hereby secured, and without regard to the value of the premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, to the land, and the profits thereof during the pendency of such proceeding and during any period allowed for redemption, and said receiver part, of any or all of the following items: (1) expenses reasonably required to keep said premises in proper condition and upon said premises that may be or become superior to the lien of this mortgage or to any decree foreclosing the same; (4) mortgages; and (6) to such other purpose or purposes as to the court may seem proper in the premises.

In case the mortgagee or the lender of said note voluntarily or involuntarily becomes or is made a party to any suit or proceeding relating to the premises herein described, or in connection with or about this mortgage or said note, either by the act of another or for the purpose of protecting any interest in said premises arising out of this mortgage or said note, or in case of the collection of the mortgage indebtedness herein created through proceedings in the probate court, or if the note secured by this mortgage be placed with an attorney for collection, then and in any such case all costs incurred by the mortgagee or lender of said note shall upon demand be paid by the mortgagor, which costs shall include a reasonable attorney's fee for the attorney of said mortgagor or lender of said note, and if not to be paid upon demand of payment at the rate of ten per cent per annum, shall be a lien upon the premises herein described, and collectible as other indebtedness hereby secured.

And it is agreed that the mortgagor will repay the mortgagee all reasonable expenses paid in procuring abstracts of title or title insurance, whenever such abstracts or insurance shall become necessary to protect the interests or enforce the rights of said mortgage, and the amounts so paid shall, from the date of payment bear interest at the rate of ten per cent per annum and shall be deemed part of the indebtedness hereby secured.

The said mortgagor hereby expressly waives and releases all rights and benefits they have in said premises as a homestead under any law or rule of equity relating to the alienation or judicial sale of homesteads.

It is understood and agreed that if, for any reason, this mortgage shall hereafter be found in any respect invalid or insufficient, or if the priority of its lien on the premises herein described shall in any manner be questioned or disputed, the mortgagor shall be subrogated for further security to the lien of any and all prior incumbrances, liens or charges of any kind against said premises, or any part thereof, paid and discharged from the proceeds of the loan hereby secured, and such release, even though said prior liens have been released of record, the repayment of said loan shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments respectively; also that the time of payment of the indebtedness hereby secured, or any part thereof, may be extended or deferred, and that any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or corporation for the payment of the indebtedness hereby secured or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid, and that no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability or the lien hereby created.

Whenever by the terms of this instrument or of said note the mortgagee is given any option, such option may be exercised when the right accrues, or at any time thereafter.

The provisions herein contained shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto, respectively.

In Witness Whereof, the said mortgagors have hereunto set their hands the day and year first above written.

Dale E. Babbitt
Dale E. Babbitt

Norma L. Babbitt
Norma L. Babbitt

The Northwestern Mutual Life Insurance Company, a corporation organized and existing under the laws of Wisconsin, hereby acknowledges full payment of the note executed by Dale E. Babbitt and Norma L. Babbitt, of the County of Douglas, State of Kansas, and recorded in the office of the Register of Deeds of the County of Douglas, State of Kansas, in Vol. 93 of Mortgages, on page 266. And said Company hereby cancels and releases said mortgagors from the proceeds of the loan hereby secured, and such release, even though said prior liens have been released of record, the repayment of said loan shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments respectively; also that the time of payment of the indebtedness hereby secured, or any part thereof, may be extended or deferred, and that any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or corporation for the payment of the indebtedness hereby secured or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid, and that no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability or the lien hereby created.

Attest: Edward J. Loring, Vice President
Attest: C. A. Neasberry, Assistant Secretary