

this mortgage resulting in a 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 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 hereinbefore, and in default thereof the Mortgagee 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 Mortgagee against loss by fire and other hazards, easualties 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 made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals 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 Mortgager at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. Inevent of forcelosure of this mortgage or other transfer of tille to the mortgaged property in extinguishment of the debt secured hereby, all right, title and interest of the Mortgager in and to any insurance policies then in force shall pass to the purchaser or grantee.

7. That if the Morigagor fails to make any payment provided for in this morigage for taxes, insurance premiums, repair of the premises, or the like, then the Morigage may pay the same and all sums so advanced, with interest thereon at the rate set forth in the note secured hereby 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 torms, conditions or covenants of this mortgage, or of the note secured hereby, then any sums owing by the Mortgager to the Mortgage shall, at the option of the Mortgage, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgage premises and collect the rents, issues and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisement is hereby waived.

9. The Moltgage Altrice areas that should this mortgage and the note secured hereby not be eligible for insurance under the Mahonal Hossing Act within 110 days 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 110 days time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgage 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 Morigagee is not required to be given. The overants herein contained shall bind, and the benefits and advantages shall inure to; the respective heira, 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.

Witness Whereop the Mortgagor	(s) have hereunto	set their 'hand(s) an	d seal (s) the day
and year first above written.	1 nan	Hy 10	77
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			formal t
		_ <u>L</u>	[SEAL]
STATE OF KANSAS,	88.		
COUNTY OF DOUGLAS	83.		
The T- Descenter that on this	14th day of	October	, 1949
BE II Realized a Notary Public	in and for the County	and State aforesaid, per	sonally appeared <sup>o</sup>
before me, the undersigned, a total y tuble bert Franklin Case and Phyllis Arlene executed the above and foregoing instrume	Case to me personal	ly known to be the sam	e person(s) who
executed the above and foregoing instrume	nt of writing, and ut	ny acknowledged the ca	d man last shows
IN WITNESS WHEREOF, I have hereunto	set my hand and Not	arial Seal on the day an	u year last above
written = 6 / 6 / 2	51.	1 King	entry 1
	Law	ng Jonn	- Notary Public.
My Commission explice April 26, 1950	10-1011-0	A O A	
ed October 14, 1949 at 3:05 P. M.	10	Trold a. Dec	R Register of Deed
The amount secured by this mortgage		1 full, and the same	e is hereby canceled

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA By W. Jackson Letts Vice President

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