this mortgage resulting in a public sale of the premises covered hereby or if the Mortgagee, acquires the This more age resulting in a priore sale of the premises covered acreey of a the more agers aquates use property otherwise after default, the More age 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.

575

8

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 mortgraded 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 made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and Win hay promptly, when due, any premising on such insurance provision to payment of maintain marking 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 Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgages and the Mortgages jointy, and the insurance proceed, or any part thereof, may be applied by the Mortgages 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 tille to the mortgage property in extinguishment of the debt secured hereby, all right, tille and interest of the Mortgager in and to any insurance policies then in force shall more to the mortgage or the mortgage of the Mortgager in and to any insurance policies them 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 Mortgagee 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 terms, conditions or covenants of this mortgage, or of the note secured hereby, then any sums owing by the Mortgage to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgage shall then have the right to enter into the possession of the mortgaged prime seand collect the rents, issues and profis thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisement is hereby waived.

9. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligibe for insurance under the National Housing Act within 150 d_{ays} 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 $\frac{1}{250} d_{ays}$ time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee 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 Mortgagee 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 their hand(s) and scal(s) the day and year first above written.

mule W. Portine [SEAL] Munna B. Bodine [SEAL] [SEAL] [SEAL]

Notary Public

in the second

3. SW

nghood Deputy

Hunda. Kreit by Marie Wilson

A STALLESS &

41月1月1日1

Service Person and the State

La della della contractione

STATE OF KANSAS,

COUNTY OF DOUGLAS

My Commission expires pile of 1410

6 . A

BE IT REMEMBERED, that on this 67 day of touristic , 1949, fore me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared w. Bodine and Syrna B. Fodine, hust shaford personally known to be the same person(s) who , 1944 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.

The amount secured by this Mortgage has been paid in full, and the same is here day of September, 1956. ATTEST: C. C. Coleman THE PRUDENTIAL INSURANCE COMPANY OF AMcanceled this 17th