

Grantor covenants and agrees with Phoenix as follows:

1. That Grantor is lawfully seized and possessed of the premises and has good right to convey the same; that they are free from all liens and encumbrances; that Grantor will warrant and defend the title thereto against the lawful claims of all persons whomsoever.
2. That, until all sums secured hereby are paid in full, Grantor will keep all buildings above described insured against loss by fire and such other hazards as Phoenix may require. The policies of such insurance shall be deposited with Phoenix and shall be in forms and amounts and issued by companies satisfactory to Phoenix. Phoenix may collect the proceeds of any insurance which may become due and, at its option, after deducting the expenses of such collection, apply the balance to one or both of the following: (1) To a partial or total restoration of the buildings (2) to the payment of principal, whether then matured or not, in the inverse order of its maturity.
3. That Grantor will pay all taxes, assessments and charges which are or may be levied against the premises or any part thereof before same become delinquent and deliver to Phoenix satisfactory evidence of such payment.
4. That if Grantor shall fail to pay any insurance premium, taxes, assessments or charges aforesaid, Phoenix, at its discretion, may pay the same. Any sum so advanced by Phoenix, with interest thereon from the date of such advance at the highest rate permitted by law, shall be due from Grantor on demand, and the payment thereof shall be secured by this instrument.
5. That Grantor will keep the premises in as good repair as they now are; will not commit or permit waste on the premises; will not cut, use, or remove or permit the cutting, use or removal of any trees or timber on the premises other than for ordinary farm purposes; will comply with all Federal, State and County laws, rules and regulations affecting the premises; will keep all tillable soil in an advanced state of cultivation in accordance with the practice of good husbandry; will permit the agents of Phoenix to pass through or over premises at all reasonable times for the purpose of inspecting them.
6. That Grantor will immediately pay to Phoenix the proceeds from the sale of any easement or right of way across the premises and any damages awarded for the condemnation of any part of the premises for public use. Unless otherwise agreed, such proceeds shall be applied by Phoenix to the payment of principal, whether matured or not, in the inverse order of its maturity.
7. That Phoenix, without notice, may release any part of the security described herein or any person liable for any indebtedness secured hereby without in any way affecting the lien hereof upon any part of the security not expressly released and may agree with any party obligated on said indebtedness or having any interest in the security described herein to extend the time for payment of any part or all of the indebtedness secured hereby. Such agreement shall not in any way release or impair the lien hereof, but shall extend the lien hereof as against the title of all parties having any interest in said security which interest is subject to said lien.
8. As additional security for the payment of the indebtedness herein-described, Grantor hereby assigns to Phoenix all the rents, income and profits from the premises, including all the rents, royalties and income accruing under any oil, gas, mineral or other lease now on the premises or hereafter placed thereon, on condition, however, that so long as there is no default hereunder, Grantor may retain possession of the premises and receive all of said rents, income, profits and royalties. This assignment shall become null and void upon the release of this instrument.
9. That if Grantor defaults in making any payment due under said note, or violates or fails to perform any of the conditions, covenants or agreements of this mortgage, or in the event that after the date of this mortgage any law shall be passed in the state of Kansas which creates or increases any tax assessed to Phoenix on account of this mortgage or the indebtedness secured hereby, then, at the option of Phoenix, all unpaid indebtedness secured by this mortgage, including interest accrued thereon, shall become due at once without notice, and this mortgage may be foreclosed.
10. Grantor hereby waives the benefit of all homestead and exemption laws.

If said indebtedness and interest thereon be paid when due, and if all the covenants and agreements herein be performed as herein specified, then this mortgage shall be void, and shall be released as provided by law, but at the expense of Grantor.

The provisions hereof shall be binding upon Grantor and the heirs, personal representatives, successors and assigns of Grantor and shall inure to the benefit of Phoenix and its successors and assigns. Where more than one Grantor is named herein the obligations and liabilities of such Grantors shall be joint and several.

IN WITNESS WHEREOF this mortgage has been duly signed, sealed and delivered by Grantor the day and year first above written.

Perry Kitmiller (Seal)

Martha Kitmiller (Seal)

STATE OF KANSAS

COUNTY OF Douglas

ss.

On this 10th day of January A. D. 1950, before me, a Notary Public in and for said County personally appeared

Perry Kitmiller and Martha Kitmiller, his wife,

to me personally known to be the identical person(s) who executed the foregoing instrument, and such person(s) acknowledged the execution of the same.

WITNESS my hand and notarial seal the day and year last above written.



My commission expires April 26, 1950

Edwin J. Simmons
Notary Public

Recorded March 1, 1950 at 1:20 P. M.

James A. Beck Register of Deeds