

SEVENTH. To keep all fences, buildings and other improvements now or hereafter standing on the mortgaged premises in good condition and repair and not to suffer strip or waste nor to do or permit any act by which the value of the mortgaged premises may be impaired.

EIGHTH. That the mortgagee shall be subrogated for further security to the lien, although released of record, of any and all encumbrances paid out of the proceeds of the loan secured by this mortgage.

NINTH. That, in case the mortgagee shall hereafter appear in any of the land departments of the United States Government, or in any court or tribunal whatever, to defend the title or possession of the mortgaged premises or the lien of this mortgage, or, in case the mortgagee shall be made a party defendant to any action at law or suit in chancery by reason of the mortgagee being the holder of this mortgage and shall make an appearance in defense of said action or suit, all the costs and expenses of such appearance shall be allowed the mortgagee, and such costs and expenses shall bear interest from date of payment at the rate of ten per centum per annum, and said sum or sums so paid shall be immediately due and payable, and with the interest thereon as herein provided shall be an additional lien upon the mortgaged premises and be secured by this mortgage, and may be collected in the same manner as the principal debt hereby secured.

TENTH. To pay to the mortgagee any moneys received as damages which may have been sustained by or assessed against the mortgaged premises whether for a taking by public authority or in any other manner whatsoever.

Now, if payments are made as herein contemplated, this mortgage shall be null and void but upon any default in the performance or observance of any of the covenants and agreements of any instrument now or hereafter evidencing or securing the principal debt hereby secured, or if any law is hereafter passed by the State of Kansas deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws now in force

for the taxation of mortgages or debts secured by mortgages for state or local purposes, or the manner of the collection of any such taxation so as to affect this mortgage, then, in any or either of said events, the whole of the indebtedness hereby secured shall at the election of the mortgagee become immediately due and payable without notice and the mortgagee may immediately cause this mortgage to be foreclosed.

The mortgagors hereby assign to the mortgagee any and all rents on the premises herein described, and authorize the mortgagee, by its agent, to take possession of said premises at any time there is any default in the payment of the debt hereby secured, or in the performance of any obligation herein contained, and rent the same for the account of the mortgagors, as described herein, and to deduct from such rents all costs of collection and administration, and to apply the remainder of the same on the debt hereby secured.

The mortgagors hereby expressly waive all appraisal of the mortgaged premises should they be sold under execution, order of sale or other final process and also expressly waive all benefits of the stay, valuation and exemption laws of the State of Kansas, and the necessity for notice of intention to exercise the said option.

Notwithstanding any provision herein or in said note, the total liability for payments in the nature of interest shall not exceed the limits now imposed by the usury laws of the State of Kansas.

The mortgaged premises being located in the State of Kansas, this mortgage and the rights and indebtedness hereby secured shall, without regard to the place of contract or payment, be construed and enforced according to the laws of the State of Kansas.

Witness our hands this 13th day of June, A. D. 1950

Albert V. Pickett
Rosa F. Pickett

STATE OF KANSAS
COUNTY OF Douglas ss.

Be it remembered, that on this 13th day of June, A. D. 1950, before me, a Notary Public in and for said County and State, personally appeared

ALBERT V. PICKETT & ROSA F. PICKETT, husband and wife personally known to me and known to me to be the same persons who executed the foregoing instrument, and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last



Ruth V. Myers
Notary Public in and for said County and State