July 7, ull satisfactionof RUST COMPANY Vassar, Vice Presid fu11

and No/100 Dollars, in COMMERCE BY Wm. O.

the

Four Hundred Thousand Twelve Jo the mortgager, Received 400.

this mortgage resulting in a public sale of the premises covered hereby or if the Mortgagee acquires the this mortgage resulting in a point saie of the premises overea hereby of it the abortgage admits the property otherwise after default, the Mortgages 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 proceedings, or at the time the project y accumulation and 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.

- 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, casualties and contingencies in such amounts and for such periods as it may require and other nazaras, casuaties and commercies in 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 the policies and renewals thereot shall be held by it and have attached thereot loss payable challes in layor 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 instead of to the Mortgagor and the Mortgagor initive, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee 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 title to the mortgaged property in extinguishment of the debt secured all right, title and interest of the Mortgagor in and to any insurance policies then 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 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 Mortgagee shall then have the right to enter into the possession of the mortgaged 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 Mortgagor further agrees that should this mortgage and the note secured hereby not be eligifrom the date hereof (written ble for insurance under the National Housing Act within six months statement of any officer of the Federal Housing Administration or authorized agent of the Federal Housing Commissioner dated subsequent to the six months' 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) ha ve hereunto set their hand (s) and scal (s) the day and year first above written.

[SEAL]

[SEAL]

STATE OF KANSAS,

88:

COUNTY OF DOUGLAS

Raily REMEMBERED, that on this 5th day of August 1950, sefere inc. the undersigned, a Notary Public in and for the County and Site aforesaid, personally appeared sear include the Search and Search a

UNIVERSE WHEREOF, I have hereunto set my hand and Notarial Scal on the day and year last above

My Commission expires Sept. 17, 1953.

Notary Public.

Nanold a Cock Register of Deeds

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