

clear of all encumbrance, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

WHEREAS, Mortgagor, being justly indebted to Mortgagee has concurrently herewith executed and delivered to Mortgagee his certain negotiable promissory note for value received payable to Mortgagee at the office of Commerce Trust Company, Kansas City, Missouri,

or at such other place or places as may hereafter be designated in writing from time to time by the holder thereof, as follows, to-wit:

One note in the principal sum of FIFTY THOUSAND AND NO/100 (\$50,000.00) DOLLARS, with interest from Feb. 1, 1951 on unpaid principal at the rate of 4% per annum, payable as follows: interest only to be paid to September 1, 1951, and thereafter said principal sum and interest to be paid as follows:

FOUR HUNDRED TWENTY-TWO AND 10/100 DOLLARS (\$422.00) on the first day of October, 1951, and FOUR HUNDRED TWENTY-TWO AND NO/100 DOLLARS (\$422.00) on the first day of each succeeding month thereafter, except July 1, August 1, and September 1, in each year, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September, 1971.

MORTGAGOR COVENANTS AND AGREES AS FOLLOWS, to-wit:

1. That he will pay said Note as herein and in said Note provided.
2. That he will forthwith pay all taxes, assessments and public charges, general and special, now existing against said premises, the improvements thereon and appurtenances thereto, and pay before delinquent all taxes, assessments and public charges, general and special, hereafter levied or assessed thereon, including all taxes or assessments levied or assessed against the indebtedness hereby secured or against this Mortgage or against the interest of the owner or holder of said Note secured hereby.
3. That he will keep the improvements now or hereafter on said premises and the personal property conveyed hereby insured against all casualties which may be required by Mortgagee in companies and amounts satisfactory to Mortgagee during the existence of the debt hereby secured, and will keep all such policies of insurance constantly assigned, pledged and delivered to Mortgagee with the premiums thereon fully paid; and for further securing the payment thereof, hereby confers upon Mortgagee full power to settle and compromise all losses covered by said insurance together with the right to demand, receive and receipt for all moneys payable thereunder, the same to apply toward the payment of said Note, unless otherwise paid; and in the event of foreclosure hereunder, all right, title and interest of Mortgagor in and to said insurance policies shall pass to the purchaser at said foreclosure sale.
4. That he will keep the improvements now or hereafter on said premises in good order and repair, and will not permit waste thereon nor remove any of the improvements located on said premises, nor do or permit to be done any act whereby the property conveyed hereby shall become less valuable.
5. That in the event of the condemnation of all or any part of the property conveyed hereby, the remaining principal of said Note together with accrued interest thereon shall, at the option of the Mortgagee, without notice, become due and payable immediately, and as additional security for the debt secured hereby, Mortgagor assigns to Mortgagee all awards in such condemnation proceedings.
6. That he hereby appoints Mortgagee his true and lawful attorney in fact to manage said property and collect the rents; with full power to bring suit for the collection of said rents and possession of said property, giving and granting unto said Mortgagee and unto his agent or attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in the protection of the security hereby conveyed. Provided, however, that this power of attorney and assignment of rents shall not be construed as an obligation upon said Mortgagee to make or cause to be made any repairs that may be needed or necessary. Mortgagee shall receive the proceeds of the rents and profits of said premises, out of which he shall pay the cost of necessary repairs, general and special taxes, insurance premiums, accrued principal and interest on the Note secured hereby, and other costs requisite and necessary during the continuance of this power of attorney and assignment of rents. This power of attorney to collect rents shall not take effect until and unless default is made in the payment of principal or interest on the Note secured hereby or any extension thereof, or in default of the performance of any covenant in this Mortgage contained, and shall continue only during such default or any subsequent default. This power of attorney and assignment of rents shall be irrevocable until this Mortgage shall have been satisfied and released of record and the releasing of this Mortgage shall act as a revocation of the power of attorney and assignment of rents.
7. That any extension of the time for payment of the indebtedness secured hereby or any modification of the instrument or instruments evidencing the indebtedness secured hereby, granted to any future owner of the premises conveyed, shall not relieve Mortgagor from liability to pay said indebtedness nor release Mortgagor with respect thereto; and Mortgagor does hereby waive presentment and demand for payment, notice of non-payment, and notice of protest.
8. The Mortgagor further covenants and agrees that, should the Note herein described and this Mortgage which is given as security for said Note be not purchased by UNIVERSITY TRUSTEES UNDER THE WILL OF WILLIAM ROCHILL NELSON, DECEASED, on or before January 1, 1952, then said Mortgage shall be considered in default and the Mortgagor herein may at its option declare all monies secured hereby immediately due and payable and may thereafter foreclose this Mortgage in accordance with the terms hereof.

R.O.D. HAN