

- 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.

..... *Charles H. Oldfather, Jr.* (Seal)
 *Hortense C. Oldfather* (Seal)

STATE OF KANSAS }
 COUNTY OF Douglas } ss.

On this 6th day of September A. D. 19 52, before me, a Notary Public in and for said County personally appeared

Charles H. Oldfather, Jr. and Hortense C. Oldfather,
 husband and wife,
 to me personally known to be the identical person(s) who executed the foregoing instrument, and such person(s) duly acknowledged the execution of the same.

WITNESS my hand and notarial seal the day and year last above written.
 *Howard C. Korman*
 Notary Public



Franklin Beck