

8. 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 Mortgagor 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. Appraisal is hereby waived.

9. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

10. If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

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, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

10-20447-2

IN WITNESS WHEREOF the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

*Myrta J. Budke* [SEAL]

*Harry T. Budke, Jr.* [SEAL]

..... [SEAL]

..... [SEAL]

STATE OF KANSAS,  
COUNTY OF Douglas

ss:

BE IT REMEMBERED, that on this ~~5th~~ <sup>5th</sup> day of *June*, 1953, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **Harry T. Budke, Jr. and Myrta J. Budke, his wife** to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

*Ray L. Leubertson*  
Notary Public.



My Commission expires *May 6, 1957*

*Robert E. Maurin* Secretary of Deeds

CHIEF CLERK  
The debt secured by this instrument has been paid in full, and the Register of Deeds is authorized to release it from records.

CAPITAL FEDERAL SAVINGS AND LOAN ASSOCIATION  
BY Robert E. Maurin, Senior Vice President  
July 15, 1963, Topeka, Kansas

THAT THE...  
ON...  
MAY 6, 1957  
1957  
Ray L. Leubertson  
Notary Public