

EIGHTH: That nothing herein contained shall be construed or taken as making it the duty of the Mortgagee to advance any money for any purpose whatsoever mentioned in this mortgage.

NINTH: The Mortgagee, before foreclosure hereunder, and the purchasers at any foreclosure sale held hereunder, shall be subrogated to the lien of any prior encumbrance or vendor's lien on said premises paid out of money secured by this mortgage, if any, whether or not said prior lien be released.

TENTH: That in the event of the passage after the date hereof of any law 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 for the taxation of mortgages or debts secured by mortgages for State or local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the Mortgagee shall have the right to give thirty days' written notice to the owner of said land requiring the payment of the debt secured by this mortgage, and it is hereby agreed that if such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.

ELEVENTH: As further security the Mortgagor hereby assigns to the Mortgagee all rents and profits now or hereafter accruing on the premises herein described and hereby authorizes the Mortgagee, or its agent, at any time there is a default in the payment of the debt hereby secured, or in the performance of any obligation herein contained, either to collect such rents and profits without taking possession of said premises or to take possession of said premises and rent the same for the account of the Mortgagor and to apply any sums so received (after deducting all costs of collection and administration) to the debt hereby secured, free from any liability except to apply said sums as is by the mortgage provided.

TWELFTH: In case of the renewal or the extension of the indebtedness hereby secured, or any part thereof, all the provisions of this mortgage and the lien thereof from its date shall remain in force as fully and with the same effect as if it was made originally to mature at such extended time.

THIRTEENTH: That the covenants, agreements and powers herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, personal representatives, grantees, successors and assigns of the parties hereto and whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

FOURTEENTH: Now if the debt described in said note be paid when due and the said agreements be kept and performed as aforesaid, then these presents shall be null and void.

But if default be made in the payment of said note, or any part thereof, or any interest thereon, as therein specified, or in the performance of any agreement herein contained, then all of the indebtedness secured by this mortgage shall, at the option of the Mortgagee, by virtue of this mortgage, immediately become due and payable, and upon forfeiture of this mortgage, or in case of default in any of the payments herein provided for, the Mortgagee shall be entitled to a judgment for the sums due upon said note, and the additional sums paid by virtue of this mortgage, and all costs and expenses of enforcing the same, as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of the Mortgagor, and all persons claiming under him, at which sale, appraisal of said property is hereby waived by the Mortgagor and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by the Mortgagor.

IN WITNESS WHEREOF, The said party of the first part has, by its properly authorized officers, caused these presents to be signed and attested by its properly authorized officers, and the corporate seal to be hereunto affixed, the day and year first above written.

ATTEST:  
S. J. JONES

Notary Public for the State of Kansas

*[Signature]*  
Treasurer

T-N-T FOOD PRODUCTS, INC.,

(SEAL)

*[Signature]*  
President

(SEAL)

(SEAL)

STATE OF Kansas KANSAS CORPORATION ACKNOWLEDGMENT  
COUNTY OF Douglas ss.  
BE IT REMEMBERED, That on this 4th day of June, A. D. Nineteen Hundred and Fifty Four, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came O. A. BARTELDES, President of T-N-T FOOD PRODUCTS, INC., a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and B. A. BARTELDES, Treasurer and Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.  
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.  
*[Signature]*  
Notary Public  
My commission expires January 24, 1955  
County Douglas State Kansas

Recorded June 11, 1954 at 2:25 P.M.

KNOW ALL MEN BY THESE PRESENTS, That City and Mortgage Company, the Mortgagee within named, does hereby certify that the within mortgage is fully paid, satisfied and discharged, and authorizes the Register of Deeds of Douglas County, Kansas to discharge the same of record.

IN WITNESS WHEREOF, City and Mortgage Company has caused these presents to be signed by its president, and attested by its Asst. Secretary, and the corporate seal to be hereunto affixed this 9th day of July, 1954.

(Name, Seal)  
ATTEST: *[Signature]* Asst. Secretary

*[Signature]* President

*[Signature]* Register of Deeds