

SIXTH. It is further agreed that all the covenants and agreements of the mortgagor herein contained shall extend to bind the mortgagor's heirs, executors, and administrators, successors and assigns, and shall inure to the benefit of the mortgagee, its successors and assigns.

SEVENTH. That if such payments be made as are herein specified, this conveyance shall be void and mortgagee will execute and deliver to mortgagor a release hereof and said mortgagor will file same of record at mortgagor's expense; but if the note herein described, or any part of the indebtedness secured by this Mortgage or any interest thereon, be not paid when due, or if default be made in any covenant or agreement herein contained, then this conveyance shall become absolute and the whole of said principal note shall become immediately due and payable at the option of the mortgagee; and no failure of the mortgagee to exercise any option to declare the maturity of the debt hereby secured shall be deemed a waiver of right to exercise such option at any other time as to any past, present or future default hereunder; and in case of default of payment of any sums herein covenanted to be paid, the said mortgagor agrees to pay to the said mortgagee interest at the rate of ten per cent per annum, computed annually on said sums, from the date of default to the time when said sums shall be fully paid.

EIGHTH. This mortgage and the note secured thereby are to be governed by and construed under the laws of the State of Kansas.

IN WITNESS WHEREOF, the said Mortgagor has caused this instrument to be executed the day and year first above written.

Attest:

CONSTRUCTION LOAN COMPANY

Gerald E. West
Secretary
Gerald E. West

By *R. L. Sweet*
President
R. L. Sweet

ACKNOWLEDGMENT

STATE OF ~~KANSAS~~ MISSOURI JACKSON COUNTY, ss.

BE IT REMEMBERED, That on this 26th day of September, 1957, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came R. L. Sweet President of Construction Loan Company, a corporation duly organized, incorporated and existing under and by virtue of the laws of Delaware, and Gerald E. West, Secretary of said corporation, who are personally known to me to be the true persons who executed, as such officers, the within instrument 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 set my hand and affixed my official seal the day and year first above written.

My Commission Expires: November 2, 1958

Medford W. Luma
Notary Public

Recorded October 9, 1957 at 11:25 A.M.

Harold A. Beck Register of Deeds

Kansas City Life Insurance Company, the mortgagee within named, does hereby acknowledge full payment of the debt secured by the foregoing mortgage and authorizes the Register of Deeds of Douglas County, Kansas, to discharge the same of record.

IN WITNESS WHEREOF, said Kansas City Life Insurance Company has caused this instrument to be signed by its Vice-President and its corporate seal to be affixed this 2nd day of December, 1959.

(Corp. Seal)

KANSAS CITY LIFE INSURANCE COMPANY
By Henry H. Edriston Vice-President

This release was written on the original mortgage and returned to the mortgagor on the 2nd day of December 1959.

Harold A. Beck
By *Jane Beem*