

advances of the principal of the note secured hereby) with interest thereon from the time of payment at the rate of ~~eight~~ ten(10) per cent per annum, these presents shall be security in like manner and with like effect as for the payment of said note. The principal sum of the said note and all other sums secured hereby shall, at the option of the holder or holders of said note secured hereby, become due and payable at once, without notice, on the failure of the Mortgagor to keep any of the covenants, conditions or agreements contained in said Completion Bond.

TWELFTH: 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 day's 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.

THIRTEENTH: 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.

FOURTEENTH: 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.

FIFTEENTH: 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.

SIXTEENTH: If the Mortgagor is a corporation, said corporate Mortgagor, as a part of the consideration for the Mortgage making it a loan of \$14,400.00 represented by the within described note secured by this Mortgage, wholly waives the period of redemption provided by the laws of the State of Kansas.

SEVENTEENTH: 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 the 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, appraisement 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 first party has hereunto set hand and seal (or caused these presents to be executed by its properly authorized officers and its corporate seal to be hereunto affixed) the day and year first above written.

ATTEST:

EMLAND BUILDERS, INCORPORATED

(SEAL)

M.B. Landau, President

(SEAL)

(SEAL)

(SEAL)

E.D. Landau, Secretary

STATE OF KANSAS

COUNTY OF DOUGLAS

BE IT REMEMBERED, That on this 11th day of June, A. D. Nineteen Hundred Fifty Eight, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came M. B. LANDAU, President of EMLAND BUILDERS INCORPORATED, corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and E. D. LANDAU, 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.

My commission expires: January 7, 1961

DOUGLAS

County, KANSAS

Recorded in the Office of the Register of Deeds

That City Land 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 the County of Douglas, Kansas to discharge the same of record.

That the City Land and Mortgage Company has caused these presents to be signed by its Vice President, W. F. Howe, Secretary, and the corporate seal to be hereto affixed this 10th day of June, 1958.

CITY LAND AND MORTGAGE COMPANY
W. F. Howe, Vice President.

13th
October
1958

Harold A. Beck
By Marie Wilson