

the payment of the indebtedness secured hereby in such order as Mortgagee shall elect, and Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee.

13. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, pledges, contracts of guaranty, assignments of leases, or other securities, Mortgagee may at its option exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine.

14. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

15. Without affecting the liability of any person (other than any person released pursuant hereto) for payment of any indebtedness secured hereby, and without affecting the lien hereof upon any property not released pursuant hereto, Mortgagee may at any time and from time to time, without notice:

- a. Release any person liable for payment of any indebtedness secured hereby.
- b. Extend the time, or agree to alter the terms, of payment of any of the indebtedness.
- c. Accept additional security of any kind.
- d. Release any property securing the indebtedness.

e. Consent to the making of any map or plat of the premises, or the creation of any easements thereof or any covenants restricting use or occupancy thereof.

16. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

17. If Mortgagor herein is a corporation, it wholly waives the period of redemption from foreclosure and agrees that when sale is had under any decree of foreclosure against it, the Sheriff making such sale, or his successor in office, is authorized to execute at once a deed to the purchaser.

18. When all indebtedness secured hereby has been paid, this mortgage and all assignments herein contained shall be void and this mortgage shall be released by Mortgagee at the cost and expense of Mortgagor; otherwise to remain in full force and effect.

19. This mortgage shall inure to and bind the heirs, legatees, devisees, administrators, executors, trustees, successors and assigns of the parties hereto. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In Witness Whereof, Mortgagor has hereunto set his hand on the day and year first above written.

*Jeannette Heinen*  
Jeannette Heinen

*Alvin E. Heinen*  
Alvin E. Heinen

*Julia V. Heinen*  
Julia V. Heinen

State of Kansas

County of

ss.:

Be it remembered, that on this \_\_\_\_\_ day of January, 1959, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ALVIN E. HEINEN and JULIA V. HEINEN, his wife; and JEANNETTE HEINEN, a widow, who are personally known to me to be the same persons who executed the foregoing mortgage, and such persons duly acknowledged the execution of the same.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.



*J. W. Dickerson*  
Notary Public. My term expires: Mar 30, 1959

Recorded on January 12, 1959 at 11:00 A.M.

*Harold A. Beck*

Register of Deeds