

9. That if the Company shall hereafter appear in any Court or tribunal whatever to preserve, protect or enforce the title or possession of the above described land, or to defend or to establish the priority or validity of this mortgage lien, all cost and expense incurred therein by the Company, together with a reasonable attorney's fee, with interest thereon at 10% per annum, shall be paid by the Party of the First Part on demand and shall be part of the debt secured by this mortgage.
10. That in case the mortgage, or in case the said First Party fails to pay all taxes, assessments and impositions as above provided, or in case the said First Party fails to keep said premises insured as above provided, the said Company or the legal holder or holders of the aforesaid promissory note may at its, his, her or their option, without demand or notice and without waiver of any right arising from the breach of any of these covenants by said First Party, pay or remove or discharge any such lien or incumbrance, pay such taxes, assessments and impositions or redeem the premises from tax sale, effect such insurance, and proper receipts shall be conclusive evidence of the amounts and validity of such payments, and all moneys paid for any such purpose or to protect the said Company's interest in the said premises shall be immediately due and payable with interest thereon at the rate of ten percent per annum until paid and shall, together with interest as aforesaid, become so much additional indebtedness secured by this mortgage.

10(a) That mortgagor hereby waives the period of redemption and shall have no rights of redemption after the date of any foreclosure sale that may be held pursuant to the provisions hereof.

10(b) It is agreed that the mortgagee may collect a "late charge" not to exceed four (4%) cents for each dollar (\$1.00) of each payment more than ten (10) days in arrears to cover the extra expense involved in handling delinquent payments.

11. That in the event ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the Party of the First Part, the Company may, without notice to the Party of the First Part, deal with such successor or successors in interest with reference to this mortgage and the note hereby secured, either by way of forbearance on the part of the Company or extension of the time of payment of the debt or any sum hereby secured, without in any way releasing, discharging, modifying, changing or in any wise affecting the lien of this mortgage or the original liability of the Party of the First Part on the note hereby secured, either in whole or in part.
12. That if default be made in the payment of said note or any part thereof or of any installment due in accordance with the terms thereof, either of principal or of interest, or in the performance of any of the covenants, agreements or conditions herein contained, time and the exact performance of each and all of First Party's covenants and obligations hereunder being material and of the essence hereof, then, and in either or any such case, or at any time during the continuance of such default, the entire principal sum remaining at that time unmatured together with all interest accrued thereon, shall, at the election of the said Company or of the legal holder or holders of said note, and without notice of such election, at once become and be due and payable at the place of payment aforesaid, anything in said note or herein contained to the contrary notwithstanding, and thereupon the said Company or the legal holder or holders of said note shall have the right to immediately foreclose this mortgage and shall have all other rights and remedies that the law and equity provide, and, in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.
13. That in any and every suit brought to foreclose this mortgage, the sum expended by the said Company in having the abstract of title to said premises continued to date shall be secured hereby and included in any decree of foreclosure. In every foreclosure suit the Court, upon application by the said Company, shall appoint a receiver for the land and premises above described and mortgaged, with power to enter upon, cultivate and operate said premises and collect the rents, issues and profits therefrom, and apply the same as the Court may direct, with the usual powers of receivers in such cases.

**Provided Always** that whenever said Party of the First Part shall have fully paid the indebtedness hereby secured, with all the interest thereon, and shall have well and truly performed all and singular the covenants and agreements hereinabove expressed, then all such covenants and agreements shall cease and determine, but not otherwise, and said Party of the First Part shall be entitled to a satisfaction of this mortgage.

**In Witness Whereof**, the said Party of the First Part has/ ~~hereunto~~ ~~caused this instrument to be~~ executed the day and year first above written.

THE LAWRENCE SHOPPING CENTER, INC.

Signed and Delivered in the Presence of:

BY Ralph E. Puckett  
Ralph E. Puckett President

John W. Brand  
Secretary

STATE OF KANSAS  
COUNTY OF

**Be It Remembered** that on this 23rd day of December, 1959, before me, the undersigned Notary Public within and for said County and State, personally came President of The Lawrence Shopping Center, Inc., a Corporation, who is personally known to me to be such officer, and who is on behalf of such Corp. to me personally known to be the same person who executed the foregoing instrument, and 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 last above written.

My commission expires November 8, 1960

Marjorie Daniel  
Notary Public  
Marjorie Daniel

Recorded on February 9, 1959 at 2:05 P.M.

Harold G. Beck Register of Deeds

#### SATISFACTION OF MORTGAGE

The Travelers 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, the said Company has caused the presents to be signed by its Vice-President and its common seal to be affixed, this 14th day of April, 1965.

(Corp. Seal)

THE TRAVELERS INSURANCE COMPANY  
By (R. C. Wilkins) - Vice-President

This release was written on the original mortgage entered this 19 day of April 1965 by James E. Beck Register of Deeds By John W. Brand Secretary