

be applied to the payment of taxes, insurance premiums and other charges thereon, or in reduction of the indebtedness secured by this mortgage; and the rents, issues and profits are hereby specifically pledged to the payment of said indebtedness and of all other obligations which may accrue under the terms hereof.

3. If the note and mortgage or either of them shall be placed in the hands of an attorney for collection or foreclosure, or if Mortgagee voluntarily or involuntarily becomes or is made a party to any suit or proceeding relating to the premises or to this mortgage or said note, Mortgagors shall reimburse Mortgagee for its reasonable attorney's fees, costs and expense of procuring abstracts or other evidences of title and title insurance in connection therewith.

4. If any proceedings shall be brought to foreclose this mortgage or to collect the indebtedness hereby secured, Mortgagee shall be entitled as a matter of right, without notice to Mortgagors or any person claiming under them and without regard to the adequacy of the security or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, to the immediate appointment of a receiver with power to take possession of the premises, lease the same, collect all rentals and profits thereof and hold and apply the receipts as the court may order for maintenance of the security and on account of said indebtedness.

5. Mortgagee shall be subrogated to the lien of any and all prior incumbrances, liens or charges paid and discharged from the proceeds of the note hereby secured, and even though said prior liens have been released of record, the repayment of said note shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively.

6. Whenever by the terms of this instrument or of said note Mortgagee is given any option, such option may be exercised when the right accrues, or at any time thereafter.

7. All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto, respectively.

8. All payments made under the provisions of this mortgage or the note hereby secured which may be construed as interest shall not, in the aggregate over the term hereof, exceed the rate that may now be lawfully contracted for in writing.

9. Any award of damages under condemnation for injury to, or taking of, any part or all of said property is hereby assigned to Mortgagee with authority to apply or release the moneys received, as above provided for insurance loss proceeds.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hands the day and year first above written.

Herbert W. Altenbernd
Herbert W. Altenbernd

Helen M. Altenbernd
Helen M. Altenbernd

STATE OF KANSAS, }
Douglas County. }

Be it remembered that on this 20th day of April A. D. 1959, before the undersigned, a notary public in and for the county and state aforesaid, duly com-

missioned and qualified, personally came

Herbert W. Altenbernd and Helen M. Altenbernd, His wife,

who are personally known to me to be the same persons who executed the foregoing instrument of writing as grantors; and such persons severally 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 written.



J. Underwood
J. Underwood, Notary Public
My commission expires September 18th, 1962

My Commission Expires Sept. 18, 1962

Recorded on April 22, 1959 at 11:00 A.M.

jp

The Northwestern Mutual Life Insurance Company, a corporation organized and existing under the laws of Wisconsin, hereby acknowledges full payment of the note executed by Herbert W. Altenbernd, a/k/a/ Herbert Altenbernd, and Helen M. Altenbernd, of the County of Douglas, State of Kansas, and mentioned in the within mortgage, recorded in the office of the Register of Deeds of the County of Douglas, State of Kansas, in Vol. 121 of Mortgages, on page 446. And said Company hereby cancels and releases said mortgage and authorizes the Register to enter this release upon the margin of its record.

Dated and signed at Milwaukee, Wisconsin, this eighteenth day of February, 1969.

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

By: Robert B. Barrows, Vice President

Attest: C. A. Westring, Assistant Secretary

(Corp. Seal)

This release was written on the original mortgage this 20th day of February 1969
Helen M. Altenbernd
Reg. of Deeds

Deeds

Harold A. Beck Register of Deeds
Loan No. F-276211