

The Mortgagor hereby waives all right of homestead and exemption granted by the Constitution and laws of Kansas. It is specifically agreed that time is of the essence of this contract and that no waiver by the Mortgagee of any obligation hereunder or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the obligation secured hereby.

It is covenanted and agreed that the terms "Mortgagor" and "Mortgagee" for convenience herein employed, and any pronouns used in connection therewith, shall be construed to include the plural as well as the singular number, and the masculine, feminine and neuter gender, whenever and wherever the context so admits or requires; and that all covenants and obligations of the respective parties hereto shall extend to and be obligatory upon their heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the said Mortgagor has hereunto set his hand and seal the day and year first above written.

x Robert D. Burgess (SEAL)
Robert D. Burgess

x Evelyn Burgess (SEAL)
Evelyn Burgess

Signed, sealed and delivered in the presence of:

Eugene L. Brindley

Dorcas Talbot

STATE OF KANSAS

COUNTY OF SHAWNEE

I HEREBY CERTIFY, That on this day, before me an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared ROBERT D. BURGESS AND EVELYN BURGESS, HUSBAND AND WIFE to me known to be the person described in and who executed the foregoing instrument, and THEY acknowledged before me that THEY executed the same as THEIR free act and deed for the uses and purposes therein stated.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of AUGUST

A.D. 19 61



Dorcas Talbot
Notary Public

My Commission Expires: JUNE 27th, 1965

Recorded September 9, 1961 at 10:15 A.M.

Harold A. Beck Register of Deeds