

taking or damage. All such compensation, awards, damages, rights of action and proceeds, are hereby assigned to the said Mortgagee, who may after deducting therefrom all its expenses, including attorneys' fees, release any monies so received by it or apply the same on any indebtedness secured hereby. The said Mortgagor(s) agree to execute such further assignments of any compensation, awards, damages, and rights of action and proceeds as the said Mortgagee may require.

In the event of the passage, after the date of this Mortgage, of any law deducting from the value of the premises for the purpose of taxation, any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage, or the manner of the collection of any such taxes, so as to affect this mortgage, the indebtedness secured hereby shall immediately become due and payable at the option of the Mortgagee.

The said Mortgagor(s) further agree that all notice of the exercise of any and all options reserved by this mortgage to said Mortgagee is hereby waived.

In case any bill or petition is filed in an action brought to foreclose this mortgage, the Court may on motion of said Mortgagee without respect to the condition or value of the property herein described, appoint a Receiver to take immediate possession of the mortgaged premises, to maintain and lease the same, and to collect the rents and profits arising therefrom during the pendency of such foreclosure and until the debt is fully paid and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust; and that the said Mortgagee, before foreclosure hereunder, for further security, shall be subrogated to the lien, though released of record, of any prior encumbrance or vendor's lien on said premises paid out of the proceeds of this loan.

In the event the said Mortgagor(s) is a Corporation, it hereby expressly waives all rights of redemption and agrees to surrender possession of the mortgaged premises to the purchaser upon confirmation of the sale of said premises in satisfaction of any judgment foreclosing the mortgage debt hereby secured.

No existing or future lease for a term in excess of two years or at an annual rent in excess of \$5,000, or which affects more than ten per cent of the gross income of the premises, and which covers the premises or property or any part thereof shall be canceled, surrendered, or modified without the written consent of the Mortgagee.

Wherever the words "Mortgagor," "Mortgagors," or "Mortgagee" appear in this mortgage, they shall be understood to include the heirs, devisees, administrators, executors, trustees, successors, and assigns of such parties.

In Witness Whereof, said Mortgagor(s) has caused these presents to be executed by its President, attested by its Secretary and its corporate seal to be hereunto affixed the day and year first above written.

ATTEST:

Clara V. McCoskrie
Clara V. McCoskrie, Secretary
STATE OF

J. W. McCOSKRIE COMPANY, INC.

Joseph W. McCoskrie
By Joseph W. McCoskrie, President

STATE OF MISSOURI)
(SS
COUNTY OF JACKSON)

BE IT REMEMBERED, That on this 18 day of August, A.D., 1961, before me, the undersigned, a Notary Public in and for the County and State aforesaid personally appeared JOSEPH W. McCOSKRIE, President of J. W. McCOSKRIE COMPANY, INC., a Kansas corporation, duly organized, incorporated and existing under and by virtue of the laws of the State of Kansas, who is personally known to me and known to me to be the President of said corporation, and executed, as such officer, the within instrument of writing on behalf of said corporation, 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 August 7, 1962.

Nadene McKinzie
Nadene McKinzie, Notary Public

Secretary.

Recorded September 15, 1961 at 2:35 P.M.

Harold A. Beck Register of Deeds
By *Janice Beers* Deputy