

termination of said Sublease prior to the expiration of the fixed term thereof, the amount of indebtedness to second party arising from any or all defaults of any or all covenants or undertakings of the said first parties contained in the Sublease hereinabove described, and/or arising from any or all defaults of any or all covenants in this Mortgage contained, shall become immediately due and payable, and if the same shall not be paid upon demand therefor, the party of the second part, its successors or assigns, shall be entitled to a judgment therefor and all costs and expenses of enforcing the same as provided by law, and a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said parties of the first part, their heirs and assigns, and all persons claiming under them, at which sale, appraisement of said property is hereby waived by said parties of the first part, and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by said parties of the first part.

And the said parties of the first part hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns forever, against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF, the said parties of the first part have executed this instrument the day and year first above written.

Chester McMillen
Chester McMillen

Audra McMillen
Audra McMillen