

the payment of the indebtedness secured hereby in such order as Mortgagee shall elect, and Mortgagee shall not be liable to account to Mortgagor for any action taken pursuant hereto other than to account for any rents actually received by Mortgagee.

13. If the indebtedness secured hereby is now or hereafter further secured by chattel mortgages, pledges, contracts of guaranty, assignments of leases, or other securities, Mortgagee may at its option exhaust any one or more of said securities and the security hereunder, either concurrently or independently, and in such order as it may determine.

14. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder.

15. Without affecting the liability of any person (other than any person released pursuant hereto) for payment of any indebtedness secured hereby, and without affecting the lien hereof upon any property not released pursuant hereto, Mortgagee may at any time and from time to time, without notice:

- a. Release any person liable for payment of any indebtedness secured hereby.
- b. Extend the time, or agree to alter the terms, of payment of any of the indebtedness.
- c. Accept additional security of any kind.
- d. Release any property securing the indebtedness.
- e. Consent to the making of any map or plat of the premises, or the creation of any easements thereon or any covenants restricting use or occupancy thereof.

16. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this mortgage shall be superior to the rights of the holder of any intervening lien or encumbrance.

17. If Mortgagor herein is a corporation, it wholly waives the period of redemption from foreclosure and agrees that when sale is had under any decree of foreclosure against it, the Sheriff making such sale, or his successor in office, is authorized to execute at once a deed to the purchaser.

18. When all indebtedness secured hereby has been paid, this mortgage and all assignments herein contained shall be void and this mortgage shall be released by Mortgagee at the cost and expense of Mortgagor; otherwise to remain in full force and effect.

19. This mortgage shall inure to and bind the heirs, legatees, devisees, administrators, executors, trustees, successors and assigns of the parties hereto. Whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

The said party of the first part has caused these presents to be signed by its President and attested Secretary and the corporate seal to be hereto attached the day and year first above written.

ATTEST:

H. J. Moore
Secretary

MOORE CONSTRUCTION COMPANY, INC.

BY: Robert J. Moore

CORPORATION ACKNOWLEDGEMENT

STATE OF Kansas
COUNTY OF Douglas

On this 11th day of September, 1962, before me, appeared Robert J. Moore, to be personally known, who being by me duly sworn, did say that he is the President of Moore Construction Co., Inc., a Corporation, and that the seal affirmed to the foregoing instruments is the Corporation seal of said Corporation and that said instrument was signed and sealed by its Secretary, in behalf of said Corporation by Authority of its Board of Directors, and the said Robert J. Moore acknowledged said instrument to be the free act and deed of said Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal at my office in Lawrence, Kansas, the day and year last above written.

Charles W. [Signature]
Notary Public in and for said County and State

My Commission Expires: August 21, 1965

This release was written on the original mortgage entered this 20th day of November 1962

Harold A. Back
Reg. of Deeds
By Jamie Beem
Deputy

Recorded October 5, 1962 at 3:10 P.M.

RELEASE

The amount secured by this mortgage has been paid in full, and the same is hereby canceled, this 19th. day of November, 1962

(Corp. Seal)

CITY-WIDE MORTGAGE COMPANY
By Peggy J. Conant Vice President.