

NINTH: That the mortgagee may release for such consideration, or none, as it may require, any portion of the above described land without, as to the remainder of the security, in any wise impairing or affecting the liens and priorities herein provided for the mortgagee compared to any subordinate lienholder.

TENTH: That the mortgagor agrees that, if at any time all or any portion of the mortgaged premises shall be taken or damaged by condemnation proceedings under the power of eminent domain, the award for any property so taken or damaged shall be paid directly to the mortgagee and applied at the option of the mortgagee on the indebtedness hereby secured.

ELEVENTH: That in case default be made in the payment of any instalment of principal or interest on any day whereon the same is due as provided in the note hereby secured and should the same remain unpaid for the period of thirty days, or if there should be a failure to comply with any of the terms of this mortgage or of the note secured hereby, or if the mortgagor shall file a petition seeking an arrangement or composition or extension or any other relief under or pursuant to the Federal Bankruptcy Act or any other similar statute as now or hereafter in effect, or if the mortgagor shall be adjudicated bankrupt or insolvent or any of his property shall have been sequestered and such decree shall have continued undischarged and unstayed for ninety days after the entry thereof, then in any of such events, whether the mortgagee has paid any of the taxes, liens, or other charges, or procured the insurance all as provided in clause Sixth hereof or not, the balance of the principal of the debt and all sums then due under this mortgage or the note secured hereby, without deduction, shall at the option of the mortgagee, its successors or assigns, and without notice to the mortgagor, become due and collectible at once, and the owner hereof shall be entitled to foreclose this mortgage, and shall be entitled to the possession of said premises and the rents and profits thereof and shall be entitled to have a receiver appointed to take possession of said premises without notice, which notice the mortgagor hereby waives.

TWELFTH: Appraisalment is waived or not at the option of the mortgagee, such option to be exercised at the time judgment is rendered in any foreclosure hereof.

THIRTEENTH: That the mortgagor further agrees that in case of foreclosure of this mortgage, and as often as any proceeding shall be taken to foreclose the same, the mortgagor will pay to the plaintiff in said foreclosure proceeding ten per centum of the amount then due on the note secured hereby or on this mortgage as a reasonable attorney's fee therefor, in addition to all other legal costs and statutory fees and all expenses incurred in procuring abstracts for purposes of the foreclosure suit; said fee to be due and payable upon the filing of the petition for foreclosure, and the same shall be a further charge and lien upon the said premises described in this mortgage, and the amount thereof shall be recovered in said foreclosure suit and included in any judgment or decree rendered in any action as aforesaid, and collected and the lien thereof enforced in the same manner as the principal debt hereby secured.

FOURTEENTH: In the event that the premises herein described or any portion thereof be sold or conveyed prior to the time the indebtedness secured hereby shall have been reduced to \$12,000.00, then the entire indebtedness secured by this deed shall, at the option of the Beneficiary, become due and payable.

FIFTEENTH: That the mortgagor hereby covenants and agrees that at the delivery hereof he is the lawful owner of the premises above granted, and is seized of a good and indefeasible estate of inheritance therein, and that he has a good right to sell and convey said premises and that they are free and clear of all general and special taxes, liens, charges and encumbrances, and that he does hereby warrant and defend the title thereto against the claims of all persons whomsoever, and hereby expressly waives all benefit of the homestead, appraisalment, exemption and stay laws of the State of Kansas.

SIXTEENTH: That all the covenants and agreements of the mortgagor herein contained shall extend to and bind all executors, administrators, heirs and assigns, and shall inure to the benefit of the mortgagee, its successors and assigns. Wherever used herein, the singular number shall include the plural and conversely, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the mortgagor has signed, sealed and delivered this mortgage the day and year first above written.

STATE OF KANSAS

County of Douglas } ss.

Before me the undersigned, a Notary Public, within and for said County and State, on this _____ day of _____ personally appeared _____

Bob Nehrbass and Bernice Nehrbass, husband and wife,
to me known to be the identical person. s who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal this 30th day of June, 1966
My commission expires 7-9-66

Notary Public.

Recorded November 30, 1962 at 2:20 P.M.

Harold A. Beck Register of Deeds

The within mortgage is fully paid and discharged this 4th day of June, 1964, and the Register of Deeds of Douglas County, Kansas, is authorized to discharge the same of record.

THE EQUITABLE LIFE ASSURANCE SOCIETY
OF THE UNITED STATES

(Corp. Seal)

By E. E. McLean - Vice President

This release was written on the original mortgage entered this 26 day of June, 1964

Harold A. Beck
Reg. of Deeds
By James E. McLean
Vice President