

KNOW ALL MEN BY THESE PRESENTS, That City Bond and Mortgage Company, the Mortgagee within named, does hereby certify that the within mortgage is fully paid, satisfied and discharged, and authorizes the Register of Deeds of Douglas County, Kansas to discharge the same of record.

IN WITNESS WHEREOF, City Bond and Mortgage Company has caused these presents to be signed by its Vice President, and the corporate seal to be hereto affixed this 28th day of JANUARY, 1966.

CITY BOND AND MORTGAGE COMPANY
By Clark T. Reid Vice-President

(Corp Seal)

415
The above
is a true and
correct copy
of the original
mortgage
filed for
record
this 28th
day of
January
1966
James B. Reid
Register of Deeds
Douglas County, Kansas

incurred thereby; and for the repayment of all moneys thus paid (exclusive of any advances of the principal of the note secured hereby) with interest thereon from the time of payment at the rate of ten (10) per cent per annum, these presents shall be security in like manner and with like effect as for the payment of said note. The principal sum of the said note and all other sums secured hereby shall, at the option of the holder or holders of said note secured hereby, become due and payable at once, without notice, on the failure of the Mortgagor to keep any of the covenants, conditions or agreements contained in said Completion Bond.

THIRTEENTH: That in the event of the passage after the date hereof of any law by the State of Kansas, deducting from the value of land for the purpose of taxation any lien thereon, or changing in any way the laws for the taxation of mortgages or debts secured by mortgages for State or local purposes, or the manner of the collection of any such taxes, so as to affect this Mortgage, the Mortgagee shall have the right to give thirty days' written notice to the owner of said land requiring the payment of the debt secured by this Mortgage, and it is hereby agreed that if such notice be given the said debt shall become due, payable and collectible at the expiration of said thirty days.

FOURTEENTH: That the above-described premises shall not be used nor any act or acts suffered or permitted to be done on said premises which in any manner conflicts with or is contrary to any federal, state, county or city statute or ordinance, or restriction against said premises.

FIFTEENTH: As further security the Mortgagor hereby assigns to the Mortgagee all rents and profits now or hereafter accruing on the premises herein described and hereby authorizes the Mortgagee, or its agent, at any time there is a default in the payment of the debt hereby secured, or in the performance of any obligation herein contained, either to collect such rents and profits without taking possession of said premises or to take possession of said premises and rent the same for the account of the Mortgagee and to apply any sums so received (after deducting all costs of collection and administration) to the debt hereby secured, free from any liability except as to apply said sums as is by the mortgage provided.

SIXTEENTH: In case of the renewal or the extension of the indebtedness hereby secured, or any part thereof, all the provisions of this mortgage and the lien thereof from its date shall remain in force as fully and with the same effect as if it was made originally to mature at such extended time.

SEVENTEENTH: That the covenants, agreements and powers herein contained shall bind, and the benefits and advantages shall inure to the respective heirs, executors, administrators, personal representatives, grantors, successors and assigns of the parties hereto and whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

EIGHTEENTH: If the Mortgagor is a corporation, said corporate Mortgagor, as a part of the consideration for the Mortgage making it a loan of \$50,000.00 represented by the within described note secured by this Mortgage, wholly waives the period of redemption provided by the laws of the State of Kansas.

NINETEENTH: If the Mortgagee shall become a party to any proceedings whatsoever by reason of its status as Mortgagee hereunder, the Mortgagor shall pay all expenses incurred in connection therewith, and for the repayment of all such expenses with interest thereon from the date of payment at the rate of 10 per cent per annum, these presents shall be security in like manner and with like effect as for the payment of said note.

TWENTIETH: Now if the debt described in said note be paid when due and the said agreements be kept and performed as aforesaid, then these presents shall be null and void.

But if the default be made in the payment of said note, or any part thereof, or any interest thereon, as therein specified, or in the performance of any agreement herein contained, then all of the indebtedness secured by this Mortgage shall, at the option of the Mortgagee, by virtue of this Mortgage, immediately become due and payable, and upon forfeiture of this Mortgage, or in case of default in any of the payments herein provided for, the Mortgagee shall be entitled to a judgment for the sums due upon said note, and the additional sums paid by virtue of this Mortgage, 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 the Mortgagor, and all persons claiming under him, at which sale, appraisal of said property is hereby waived by the Mortgagor and all benefits of the Homestead, Exemption and Stay Laws of the State of Kansas are hereby waived by the Mortgagor.

IN WITNESS WHEREOF, the said first party has hereunto caused these presents to be executed by its property authorized officers and its corporate seal to be hereunto affixed) the day and year first above written.

ATTEST:

Executed and delivered in presence of:

Howard B. Conkey, Jr.
Howard B. Conkey, Jr., Secretary

RIDGE HOUSE, INC.

(SEAL)

Mark Q. Moore, President

(SEAL)

(SEAL)

(SEAL)

(SEAL)

KANSAS CORPORATION ACKNOWLEDGMENT

STATE OF Kansas

COUNTY OF Douglas

BE IT REMEMBERED, That on this 28th day of MAY, A. D. Nineteen Hundred SIXTY-FIVE

before me, the undersigned, a Notary Public in and for the County and State aforesaid, came MARK Q. MOORE

President of RIDGE HOUSE, INC.

, corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, Missouri and HOWARD B. CONKEY, JR., Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My commission expires February 11, 1968

Shiralea Miller
Notary Public
Douglas County, Kansas

Recorded May 28, 1965 at 4:45 P.M.

James B. Reid Register of Deeds