

The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

The proceeds of such sale shall be applied:

- First. To pay the costs and expenses of said sale, the expenses of protecting the property and reasonable attorney's fee.
- Second. To pay the indebtedness hereby secured.
- Third. To pay the surplus, if any, to the person or persons legally entitled thereto.

The mortgagor agrees that no delay or failure of the mortgagee to exercise any option to declare the maturity of any debt secured by this mortgage, shall be taken or deemed as a waiver of its right to exercise such option, or to declare such forfeiture, either as to any past or present default, and it is further agreed that no terms or conditions contained in this mortgage can be waived, altered or changed except as evidenced in writing, signed by the mortgagor and by an officer of the mortgagee.

In consideration of the making of the loan secured by this mortgage, the mortgagor, being all of the undersigned, covenant and agreed that, in respect of the indebtedness secured hereby, they will forever waive, and they do hereby waive and give up all benefits, privileges, options, and rights of every kind and nature given to or which inure to the benefit or advantage of the undersigned, under and by virtue of the law of the state in which the property is located, and further agree to waive and forego any like or similar rights, benefits, and options hereafter conferred upon mortgage debtors by law hereafter enacted.

The covenants, conditions, and agreements herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors, and assigns of the parties hereto. Wherever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

Given under our hands and seals this the 28th day of July 1966

Witness (seal) Mortgagor J.A. Tuggle (seal)  
Witness (seal) Mortgagor Jessie Ethel Tuggle (seal)

STATE OF KANSAS )  
DOUGLAS COUNTY )

I, Robert J. Cherry, a notary public in and for said county, in said State, hereby certify that J.A. Tuggle and Jessie Ethel Tuggle, whose name(s) are signed to the foregoing conveyance, and who are known to me, acknowledged before me on this day that, being informed of the contents of this conveyance, they executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this July 29 day of 1966

Robert J. Cherry  
Notary Public

My commission expires: April 9, 1968

STATE OF )

Recorded July 29, 1966 at 1:25 P.M.

Jamie Boon Register of Deeds