

Decree of
Sale and
Foreclosure

In case of default in any of the payments herein provided for, or in the event of the failure on the part of said Mortgagor to keep and perform any of the covenants, agreements, terms and conditions herein contained and provided for, said Mortgagee shall be entitled to a judgment for the sum due upon said note and any additional sums paid by virtue of this mortgage with interest thereon as herein provided, and for all costs, and shall be entitled also to 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 Mortgagor and all persons claiming thereunder, at which sale appraisement of said property is hereby waived by said Mortgagor.

Waiver of
Notice

The said Mortgagor further agrees that all notice of the exercise of any and all options reserved by this mortgage to said Mortgagee is hereby waived.

Receiver

In case any bill or petition is filed in an action brought to foreclose this mortgage, the Court may on motion of said Mortgagee without respect to the condition or value of the property herein described, appoint a Receiver to take immediate possession of the mortgaged premises, to maintain and lease the same, and to collect the rents and profits arising therefrom during the pendency of such foreclosure and until the debt is fully paid and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.

Wherever the words "Mortgagor," or "Mortgagee" appear in this mortgage, they shall be understood to include the heirs, devisees, administrators, executors, trustees, successors, and assigns of such parties. Whenever used, 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 hereunto caused this mortgage to be signed on its behalf by its President, thereunto duly authorized so to do, and to be attested by its Secretary, and has caused its common seal to be hereunto affixed, the day and year last above written.

Attest:

Herbert H. Weidensaul
Secretary Herbert Weidensaul

THE R-W INVESTMENT CO., INC.

Frank O. Raley, Jr.
Its President Frank O. Raley, Jr.

STATE OF KANSAS, COUNTY OF DOUGLAS SS.

BE IT REMEMBERED that on this 4th day of November

A. D. 19 66, before me, the undersigned, a Notary Public in and for said County and State,

came Frank O. Raley, Jr., President of The R-W Investment Co., Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas and Herbert Weidensaul, 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 person as described in and who executed as such officers, the foregoing instrument of writing on behalf of said corporation, and such persons duly acknowledged the execution of the same to be the voluntary act and deed of said corporation.

IN TESTIMONY WHEREOF I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.



My commission expires June 28, 1967

Harold R. Scheve
Harold R. Scheve Notary Public.

Recorded November 4, 1966 at 4:55 P.M.

Janice Beem Register of Deeds