

142

**Distribution  
of Insurance**

Should said Mortgagee by reason of any such insurance against loss receive any sum or sums of money for any damage to said building or buildings, such amount may be retained and applied toward the payment of the debt hereby secured; or the same may, at the option of said Mortgagee, be paid over, either wholly or in part, to said Mortgagor, to enable them to repair such buildings or erect new buildings in their place, or for any other purpose or object satisfactory to said Mortgagee without affecting the lien of this mortgage for the full amount secured hereby before such damage, or such payment over, took place.

**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 under them, at which sale appraisement of said property is hereby waived by said Mortgagor.

**Waiver of  
Notice**

The said Mortgagor, further agree 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," "Mortgagors," or "Mortgagee" appear in this mortgage, they shall be understood to include the heirs, devisees, administrators, executors, trustees, successors, and assigns of such parties.

IN WITNESS WHEREOF said Mortgagor, have hereunto set their hands and seal the day and year first above written.

*Warren T. Hornsby*  
Warren T. Hornsby

*Beverly J. Hornsby*  
Beverly J. Hornsby

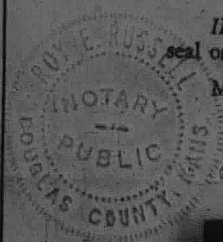
STATE OF KANSAS, COUNTY OF DOUGLAS SS.

BE IT REMEMBERED that on this 27<sup>th</sup> day of March A.D. 1967, before me, the undersigned, a Notary Public in and for said County and State, came Warren T. Hornsby and Beverly J. Hornsby, his wife

who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.

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 April 10, 1969



*Roy E. Russell*  
Roy E. Russell Notary Public.

Recorded April 3, 1967 at 10:50 A.M.

*Genese Beam* Register of Deeds