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J. All easements, rents, issues, and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with all real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the assets thereunder, together with the right in case of default, either before or after foreclosure, to enter upon and take possession of, improve, maintain and operate said premises, or any part thereof, make leases for term, demand advertisements to it, terminate or modify existing or future leases, collect said rents, issues and profits, regardless of when earned, and give such proceeds whether paid or collectible as it may deem proper to satisfy collection thereof, employ agents, attorneys and other employees, after or before foreclosure, to collect said rents, issues and profits, and in general exercise all powers lawfully incident to absolute ownership, and give or license to others necessary for any purpose herein stated to secure which a lien is hereby created on the leased premises and on the income therefrom, which lien is prior to the lien of any other indebtedness hereby secured, and out of the income obtain reasonable compensation for itself, pay mortgage premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not so expended in its satisfaction, for the above purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any deed of foreclosure, and on the delinquency in the proceeds of sale, if any, whether there be a decree in personam thereon or not. Wherein all of the indebtedness secured hereby to said Mortgagee, and the Mortgagee, in its sole discretion, feels that there is substantial assurance of default in performance of the Mortgagee's obligations herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagee any sum due in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's Deed or Special Commissioner's Deed pursuant to a decree foreclosing the lien hereby, but if any deed be issued, then until the expiration of the statutory period during which it may be rescinded. Mortgagee shall however have the discretionary power at any time to refuse to take or to abandon possession of said premises, without affecting the lien herein. Mortgagee shall have all powers of any which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

K. That each right, power, and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith that no waiver by the Mortgagee of performance of any obligation herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said obligations; that wherever the contract herein requires, the word "time" shall, as used herein, shall include the time and the date and the number, as used herein, shall include the phrase that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagee, and the successors and assigns of the Mortgagor, and that the powers herein conferred may be exercised as often as necessary thereafter as they may be exercised.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this

18th day

of July A.D. 19 67

S. Anthon McManness (SEAL)
S. Anthon McManness

Erma G. McManness (SEAL)
Erma G. McManness

State of KANSAS

County of DOUGLAS

I, Janice Cotner

a Notary Public in and for said County, in the State aforesaid.

DO HEREBY CERTIFY that S. Anthon McManness and Erma G. McManness, husband and wife

personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that they have signed, sealed and delivered the said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 18th day of July A.D. 19 67

My Commission expires March 10, 1970

Janice Cotner
Janice Cotner
Notary Public

Recorded July 19, 1967 at 3:41 P.M.

Janice Beem Register of Deeds