

In the event of foreclosure of this mortgage, mortgagee shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein and collect the rents, issues and profits thereof, the amounts so collected by such receiver to be applied under the direction of the court to the payment of any judgment rendered or amount found due under this mortgage.

In the event mortgagee defaults with respect to any covenant or condition hereof, then, at the option of mortgagee, the indebtedness secured hereby shall forthwith become due and payable and bear interest as provided for in the above described note and this mortgage shall become subject to foreclosure. Provided, however, mortgagee may at its option and without notice annul any such acceleration but no such annulment shall affect any subsequent breach of the covenants and conditions hereof.

Mortgagee hereby waives notice of election to foreclose the whole debt due as herein provided, and also the benefit of all stay, valuation, homestead and appraisement laws.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, mortgagee has hereunto set his hand and seal the day and year first above written.

Harold W. Sherman
Harold W. Sherman

Mary V. Sherman
Mary V. Sherman

STATE OF KANSAS
COUNTY OF DOUGLAS

Before me, the undersigned, a Notary Public in and for said County and State, on this 7th day of MARCH, 1968, personally appeared

HAROLD W. SHERMAN and MARY V. SHERMAN, husband and wife, who acknowledged the within and foregoing instrument and its contents to be true and voluntary and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year first above written.



April 21, 1968

John Rosenbaum,

Recorded March 7, 1968 at 2:24 P.M.

James Beem Register of Deeds

PARTIAL RELEASE OF MORTGAGE
For Individual or corporate Mortgages

12398

3304

BOOK 149

Hall Litho. Co., Topeka

STATE OF KANSAS,

County, ss.

KNOW ALL MEN BY THESE PRESENTS, That *J. E. Southwestern Company, Inc.*

of the County and State aforesaid, hereby certifies, that a certain Mortgage dated *February 2, 1968*, made and executed by *James E. Robinson and Mildred A. Robinson, his wife*

of the first part, to *J. E. Southwestern Company, Inc.* of the second part,

and recorded in the office of the Register of Deeds of *Douglas* County,

Kansas, in volume *149*, page *3304*, on the *12th* day of *February*

A. D. 19*68*, is as to

A tract of land in the Northeast quarter of the Northeast quarter of Section 11, Township 15 South, Range 10 East, described as follows: Beginning at the Southeast corner of said Northeast quarter of the Southeast quarter of Section 12.0 East, thence Northwesterly 222.0 feet to a point 169.4 feet North and 45.4 feet East of said Southeast corner; thence Northwesterly 162.0 feet to a point 107.4 feet North and 45.4 feet West of said Southeast corner; thence Northwesterly 105.1 feet to a point 52.0 feet North and 45.5 feet West of said Southeast corner; thence Northwesterly 96.6 feet to a point 245.0 feet South and 57.1 feet West of the Southeast corner of said Northeast quarter; thence Northwesterly 76.5 feet to a point 170.2 feet South and 72.2 feet West of said Northeast corner; thence Northwesterly to a point on the North line of said Northeast quarter 54.9 feet West of said Northeast corner; thence East 64.9 feet to the East line of said Northeast quarter; thence South along said East line to the place of beginning. The above contains 0.73 acre, more or less, exclusive of the existing highway, Douglas County, Kansas.