

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 it 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 it, at which sale appraisalment 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," "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 has hereunto set its hand and seal the day and year first above written.

HIRD, INCORPORATED

Carl Hird Jr.
Carl Hird, President
Jr.,

STATE OF KANSAS, COUNTY OF DOUGLAS SS.

BE IT REMEMBERED that on this 3rd day of April

A.D. 1968, before me, the undersigned, a Notary Public in and for said County and State, came Carl Hird, Jr., President of Hird, Incorporated

who is personally known to me to be the identical person described in, and who executed the foregoing mortgage, and duly acknowledged the execution of the same to be his voluntary act and deed, and 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 January 15, 1972

Mary C. Fulcher Gentry
Mary C. Fulcher Gentry, Notary Public.

Recorded April 5, 1968 at 11:08 A.M.

Janice Beem Register of Deeds

cancel

SATISFACTION OF MORTGAGE

THE AMOUNT SECURED by this mortgage has been paid in full, and the same is hereby cancelled, this 19th day of May, 1969

(Corp. Seal)

THE FIDELITY INVESTMENT COMPANY
By Maurice A. Roberts, Vice President

Its release
was written
on the original
mortgage
entered
this 21st day
of May
1969

Janice Beem
Reg. of Deeds