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they may lawfully do so for themselves, and all who may claim through or under it, hereby waives the benefit of all such laws.

NOW, if the principal and interest of said Note be paid when due and the agreements in said Note and this Mortgage be faithfully performed, then these presents shall be null and void and the premises hereinbefore conveyed shall be released at the cost of Mortgagor. But if any of the agreements herein or in said Note contained be not kept or performed as aforesaid, then the remaining indebtedness secured hereby may, at the option of the Mortgagee, without notice, be declared due and payable for all purposes. In the event of any default hereunder or under said Note, Mortgagee shall be entitled to foreclose this Mortgage and shall be entitled to a judgment for the sum due upon said Note and any additional sums paid by virtue of this Mortgage, including all costs and expenses of enforcing the same, as provided by law, and shall be entitled to a decree for the sale of said premises in satisfaction of said judgment foreclosing all of the rights and equities of Mortgagor in and to said premises, as well as all persons claiming under them, and at which sale appraisement of said property is hereby expressly waived by Mortgagor. In event of such foreclosure, Mortgagee shall be entitled to have a receiver appointed by the Court, who shall enter and take possession of the premises, collect the rents and profits thereon, and apply the same as the Court may direct.

In the event of any default in the performance of any of Mortgagor's covenants or agreements herein, Mortgagee may, at the option of Mortgagee, perform the same, and the cost thereof, with interest thereon at ten per cent (10%) per annum, shall immediately be due from the Mortgagor to the Mortgagee and secured by this Mortgage.

The provisions of this Mortgage shall bind and inure to the benefit of the parties hereto, their heirs, executors, administrators, successors and assigns. Reference herein to Mortgagor or Mortgagee shall be held in each case to include the person or persons, singular or plural, natural or artificial, described in this instrument.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly

executed the day and year first above written.

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*Jack Erwin Gaumnitz*  
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Jack Erwin Gaumnitz

*Janice T. Gaumnitz*  
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Janice T. Gaumnitz

MORTGAGOR