

.....; (l) that if the Mortgaged Property or any portion thereof shall be taken or damaged under the power of eminent domain, the award for any property so taken or damaged (including severance damages to the remaining premises) shall be paid to the Mortgagee and applied in full or in part at the option of the Mortgagee in reduction of the indebtedness hereby secured; (j) that the Mortgagee shall have the right to inspect the Mortgaged Property at such reasonable times as the Mortgagee may desire to determine the Mortgagor's compliance with the covenants contained in this Mortgage; (k) that the Mortgagee may release from the lien hereof any part of the above-described real property without requiring any consideration therefor, and (l) that he is lawfully seized of said premises in fee simple, that the same are free from encumbrances except as may otherwise be specifically noted herein or waived in writing by the Mortgagee, that he will execute or procure any further necessary assurances of title and does hereby warrant generally the title to said premises and will forever defend the same against the claims and demands of all persons whomsoever, and that his separate estate, whether vested, contingent or in expectancy, is hereby conveyed and he does hereby expressly waive, release and relinquish all rights and benefits of any homestead, dower, curtesy, appraisement, exemption and stay laws of this state. It is agreed that the interest provided for in sub-section (g) above shall be 10% per annum or the highest lawful rate permitted by contract under applicable law, whichever is lesser.

SECOND: That if the Mortgagor shall default in the payment of the Note or in the performance of any of the covenants or agreements herein or in the Note or in any agreement collateral hereto contained, or if the then owner of the Mortgaged Property shall make an assignment for the benefit of creditors or shall file a petition for relief under the Bankruptcy Act of 1898, as amended, or under any similar statute, or shall be adjudicated bankrupt or insolvent, or if any receiver, liquidator or trustee shall be appointed for such then owner or any of his property, then in such event, the entire indebtedness hereby secured shall, at the option of the Mortgagee and without notice to the Mortgagor, be due and collectible at once by judicial foreclosure proceedings or as otherwise provided by law, or, when available under applicable statutes or rules of practice, by advertisement and sale, and in such an event this provision shall be deemed as authorizing and constituting a power of sale as mentioned in said statutes or rules; that in addition to the rights and remedies herein, the Mortgagee is hereby authorized and empowered at its option to exercise forthwith and from time to time any further rights and remedies available to the Mortgagee under the laws of the state wherein the Mortgaged Property is situate, such as the right to collect the rents, issues and profits, or to have a receiver appointed to collect the same.

THIRD: The following schedule(s) is (are) annexed hereto and made a part hereof (if no entry, this section is inapplicable):

FOURTH: That the covenants herein contained shall bind, and the benefits and advantages thereof shall inure to the respective heirs, executors, administrators, successors, and assigns of the parties hereto. In this Mortgage unless the context otherwise requires words in the singular number include the plural and in the plural include the singular, and words in the masculine gender include the feminine and the neuter.

IN WITNESS WHEREOF, each of the undersigned has signed, sealed and delivered this Mortgage as of the day, month and year first above written.

Witnesses:

John A. Ericson (Seal)
William DeCaeny (Seal)

STATE OF *Kansas* }
COUNTY OF *DeWitt* } ss.

Arlene DeCaeny (Seal)
Arlene DeCaeny (Seal)

I, *Betty J. Brakaw*, a Notary Public in and for said County and State, do hereby certify that on this *22nd* day of *May*, 19*68*, personally appeared before me the within named *William DeCaeny and Arlene DeCaeny, husband and wife*, to me known to be the individual(s) described in and who executed and whose name(s) *is* (are) subscribed to the within and foregoing instrument, and duly acknowledged to me that *they* signed and executed the same as *their* free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal, the day and year in this certificate first above written.



Betty J. Brakaw
BETTY J. BRAKAW Notary Public

NOT executed by corporation, corporate form of acknowledgment must be attached.

Recorded May 22, 1968 at 2:15 P.M.

Janice Beem

Register of Deeds