

and also together with all easements and the rents, issues, and profits of said premises which are hereby pledged, assigned, transferred, and set over unto the MORTGAGEE, whether now due or hereafter to become due as provided herein. The MORTGAGEE is hereby subrogated to the rights of all mortgages, lienholders, and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD forever, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said MORTGAGOR does hereby release and waive.

The FIRST PARTIES do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances except easements and restrictions of record and except for a FIRST and PRIOR MORTGAGE dated June 1, 1962, and recorded June 5, 1962, in Book 131, Pages 170-171 in the Office of the Register of Deeds of Douglas County, Kansas.

THIS GRANT is intended as a SECOND MORTGAGE to secure the payment of the sum of EIGHT THOUSAND DOLLARS (\$8,000.00) according to the terms of a certain note this day executed and delivered by FIRST PARTIES to SECOND PARTIES and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said PARTIES of the SECOND PART, their executors, administrators, and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount due then for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the parties making such sale, on demand, to FIRST PARTIES, their heirs and assigns.

It is hereby agreed by FIRST PARTIES that this mortgage may not be assigned without the consent of SECOND PARTIES. Upon transfer of title of this real estate without such consent in writing