the consent of SECOND PARTY. Upon transfer of title of this real estate without such consent in writing being first obtained the entire balance remaining due on the note secured by this mortgage may at the option of SECOND PARTY be declared due and payable at once. Failure to exercise this option shall not amount to a waiver thereof.

IN WITNESS WHEREOF, FIRST PARTIES have hereunto set their hands and seal the day and year first above written.

Can X Theng DAN L. PHERICO (SEAL) JOANNE R. PHERIGO (SEAL)

COUNTY OF DOUGLAS

STATE OF KANSAS

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BE IT REMEMBERED, That on this <u>31</u> day of <u>May</u>, 1968, before me <u>the nucleuriqued</u> a Notary Public in and for said county and state, came DAN L. PHERIGO and JOANNE R. PHERIGO, husband and wife, to me personally known to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my

name and affixed my official seal on the day and year last above written.

21. E. Wecker Notary Public

My commission expires 7-31-1970

corded May 31, 1968 at 10:47 A.M.

Janie Boon Register of Deeds