

J. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not separately and such pledge shall not be deemed merged in any foreclosure decree; and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said rents, issues and profits, regardless of when earned, and use such income, whether legal or equitable as it may seem proper to enforce collection thereof, employ, retain, agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when it seems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises, and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay mortgage premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness, in payment thereof, or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels that there is no substantial, unsecured default in performance of the Mortgagee's agreement herein, the Mortgagee, on satisfactory evidence that it has taken possession and pay to Mortgagee any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's Deed or Special Commissioner's Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be maintainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

K. This deed, right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagee, and the successors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 3rd, day

of October A.D. 19 68
J. B. Ezell Construction Company, Inc.



John B. Ezell, President

(SEAL)

(SEAL)

(SEAL)

(SEAL)

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Be it Remembered, That on this 3rd day of October, 1968, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Johnny B. Ezell, President of J. B. EZELL CONSTRUCTION COMPANY, Inc., a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, who is personally known to me to be such officer and who is personally known to me to be the person who executed as such officer, the within instrument of writing on behalf of said corporation

To Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year last written above.



Mary E. Haid, Notary Public

Notary Public Term Expires April 16, 1969.

Recorded October 3, 1968 at 4:00 P. M.

James Beem Register of Deeds

The undersigned, owner of the within mortgage, hereby acknowledges the full payment of the debt secured thereby, and authorizes the Register of Deeds to enter the discharge of this mortgage of record. Dated this 20th day of February, 1970.

LAWRENCE SAVINGS ASSOCIATION

(Corp. Seal)

By: M. D. Vaughn, Executive Vice President

This release was written on the original mortgage entered into 20th day of February 1970

James Beem Reg. of Deeds

County