

17312 BOOK 133
The **EQUITABLE** Life Assurance Society of the United States



THIS MORTGAGE, dated as of the 26th day of February, 1969, between

Leo Nussbaum and Marie Nussbaum, husband and wife

whose post office address is Shawnee Mission, Kansas
hereinafter called "Mortgagor," and THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a New York corporation, having its principal office and post office address at 1285 Avenue of the Americas, New York, New York 10019, hereinafter called "Mortgagee";

WHEREAS, the Mortgagor is justly indebted to the Mortgagee in the sum of Twenty Thousand and no/100-----
Dollars (\$20,000.00) with interest, all as set forth in his certain promissory
note ("Note") of even date herewith maturing December 1, 1979.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that, to secure the payment of the principal of and interest on the Note and the performance of the covenants therein and herein contained, and in consideration of the premises, the Mortgagor by these presents does grant, bargain, sell, convey, transfer, assign, mortgage, pledge, warrant and confirm unto the Mortgagee all the property ("the Mortgaged Property") hereinafter described, to-wit:

I. The following described real property located in the County of Douglas
State of Kansas to-wit:

The Southeast Quarter of Section Thirty-two (32),
Township Thirteen (13) South of Range Twenty (20)
East of the Sixth Principal Meridian

II. The Mortgagor's interest as lessor in all leases (including but not limited to, oil, gas and mineral leases) now or hereafter affecting the above-described real property or any part thereof.

TOGETHER WITH the rents, issues, and profits thereof, reserving, however, (unless otherwise provided herein or in a separate instrument of assignment), unto the Mortgagor the right, prior to any default in the payment of the Note or in performance of any agreement hereunder, to collect and retain such rents, issues, and profits as they become due and payable, and together also with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, including irrigation, drainage and water rights of every kind and description.

TO HAVE AND TO HOLD the same unto the Mortgagee, its successors and assigns, forever.

PROVIDED, ALWAYS, that if the Mortgagor, his heirs, representatives, successors or assigns, shall pay unto the Mortgagee, its successors or assigns, the said sum of money mentioned in the Note and the interest thereon at the times and place and in the manner specified in the Note, and all other sums that may become due and owing to the Mortgagee pursuant to any of the terms, covenants and conditions hereof, and perform all the conditions and covenants contained in this mortgage ("Mortgage"), then these presents and the estate hereby granted shall cease, determine and be void, otherwise to remain in full force and effect.

AND SUBJECT to the covenants and conditions hereinafter set forth.

FIRST: The Mortgagor hereby covenants and agrees, to the extent permitted by law, as follows: (a) to pay promptly when due the principal and interest and other sums of money provided for in the Note and in this Mortgage, or either; (b) to pay all taxes, assessments and other charges (including ditch, canal, reservoir, or other water charges, taxes or assessments) imposed by law upon the Mortgaged Property, the Mortgagee's interest therein, or upon the Mortgage or the Note provided however, that, in the event of the passage of any law changing the laws for the taxation of mortgages or debts secured by mortgage so as to affect this Mortgage, the entire indebtedness secured hereby shall, at the option of the Mortgagee, become due and payable; (c) to keep the Mortgaged Property and improvements thereon in good condition and repair and not to commit or suffer waste thereof, and except as authorized in any schedule annexed hereto and forming a part hereof, neither to remove nor permit the removal of any timber, buildings, oil, gas, minerals, stone, rock, clay, fertilizer, gravel or top soil without the prior written consent of the Mortgagee; (d) to maintain and deliver to the Mortgagee policies of insurance against such hazards on the buildings now or hereafter located on the Mortgaged Property as the Mortgagee may require, in such companies and amounts and with such loss payable clauses as shall be satisfactory to the Mortgagee; that in the event of loss the Mortgagee is expressly authorized to settle or compromise claims under said policies and the proceeds shall be paid to the Mortgagee who may apply same or any part thereof on the indebtedness secured hereby or towards the reconstruction or repair of said buildings or release same to the Mortgagor; (e) to pay any lien, claim or charge against the Mortgaged Property which might take precedence over the lien hereof; (f) to pay on demand all legal expenses, title searches, or attorney fees reasonably incurred or paid by the Mortgagee to collect the Note or foreclose or protect the lien of the Mortgage; (g) that in the event he shall fail to comply with the provisions of (a) through (f) above, the Mortgagee may take such action as is necessary to remedy such failure and all sums paid by the Mortgagee pursuant hereto with interest at the rate hereinafter provided shall constitute a lien upon the Mortgaged Property, shall be secured by this Mortgage, and shall be immediately due and repayable to the Mortgagee; (h) not to sell the premises or any portion thereof prior to the time the indebtedness secured hereby shall have been reduced (exclusive of prepayments not permitted by the note) to

\$0; (i) 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.