

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 to pledge said rents, issues and profits on a parity with said real estate 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 moneys whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agents or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all powers ordinarily 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 insurance 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 above purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after maturity of the same, and on the day of sale, if any, whether there be a decree there is no substantial unsecured debt in performance of the Mortgagee's agreement herein, the Mortgagee, in its sole discretion, feels that there is no substantial unsecured debt in performance of the Mortgagee's agreement herein, the Mortgagee, on satisfactory evidence 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 hereon, but if no deed is issued, then until the expiration of the statutory period during which it may be issued, affecting the lien hereon, Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable 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. That such 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 neuter 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 Mortgagor, 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 29th day

of September, A.D. 19 69

(SEAL)

Johnny B. Ezell
Johnny B. Ezell

(SEAL)

(SEAL)

Nancy J. Ezell
Nancy J. Ezell

(SEAL)

State of Kansas

County of Douglas

SS

I, Mary E. Haid

a Notary Public in and for said County, in the State aforesaid,

DO HEREBY CERTIFY that Johnny B. Ezell and Nancy J. Ezell, husband and wife

personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing

Instrument, appeared before me this day in person and acknowledged that they have signed, sealed and delivered



Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the

waiver of all rights under any homestead, exemption and dotation laws.

Witness my hand and Notarial Seal this 29th day of September, A.D. 19 69

My commission expires April 16, 1973

Mary E. Haid
Mary E. Haid Notary Public

Recorded September 30, 1969 at 2:32 P.M.

Janice Beem Register of Deeds