

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 secondarily 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 avails, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, purchase adequate fire and extended coverage, after or repair said premises, buy furnishings and equipment therefor when it deems necessary, 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 hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale if any, whether there be a decree thereon or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels that there is no substantial uncorrected default in performance of the Mortgagee's agreements herein, the Mortgagee, on satisfactory evidence, shall relinquish possession and pay to Mortgagee any surplus income in its hands. The possession of Mortgagee may continue until foreclosure of the lien hereof, but it shall be subject, 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 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 each right, power, and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or in law conferred, and may be retained and exercised by the Mortgagee in the performance of any covenant herein or in said obligation contained shall thereafter be 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 Mortgagor; 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 6th day

of October A.D. 19 69
Farrell D. Mitchell (SEAL)
 Farrell D. Mitchell

Ruth M. Mitchell (SEAL)
 Ruth M. Mitchell (SEAL)

State of Kansas

County of Douglas

I, Mary E. Haid

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

DO HEREBY CERTIFY that Farrell D. Mitchell and Ruth M. Mitchell, 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

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

under my hand and Notarial Seal this 6th day of October A.D. 19 69

My Commission expires April 16, 1973



Mary E. Haid
 Mary E. Haid Notary Public

Recorded October 6, 1969 at 2:56 P.M.

Janice Beams Register of Deeds