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The failure of second party to assert any of its right hereunder at any time shall not be construed as a waiver of its right to assert the same at a later time, and to insist upon and enforce strict compliance with all the terms and provisions in said note and in this mortgage contained.

If said first parties shall cause to be paid to second party the entire amount due it hereunder and under the terms and provisions of said note hereby secured, including future advances, and any extensions or renewals hereof, in accordance with the terms and provisions thereof, and comply with all the provisions in said note and in this mortgage contained, then these presents shall be void; otherwise to remain in full force and effect, and second party shall be entitled to the immediate possession of all of said premises and may, at its option, declare the whole of said note due and payable and have foreclosure of this mortgage or take any other legal action to protect its rights, and from the date of such default all items of indebtedness hereunder shall draw interest at the rate of 10% per annum. Appraisal and all benefits of homestead and exemption laws are hereby waived.

This mortgage shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, said first parties have hereunto set their hands the day and year first above written.

Continental Construction Co., Inc.

By: *Paul Schwade*
Paul Schwade, President

STATE OF KANSAS
COUNTY OF DOUGLAS

ss.

BE IT REMEMBERED, that on this 18th day of November, A.D., 1969, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Paul Schwade, President of Continental Construction Co., 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 same person who executed, as such officer, the within instrument of writing on behalf of said corporation, and such person duly acknowledged the execution of the same to be the act and deed of said corporation.

Notary Public

Anita D. Garton

My Comm. Expires: 1972



Recorded November 18, 1969 at 3:35 P.M.

James Beem Register of Deeds

Reg. No. 4,318
Fee Paid \$42.50

MORTGAGE

19321 BOOK 155

(No. 52K)

The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 14th day of November, 1969 between
K V Homes, Inc.

of Lawrence, in the County of Douglas and State of Kansas
part Y of the first part, and THE FIRST NATIONAL BANK OF LAWRENCE

part Y of the second part.

Witnesseth, that the said part Y of the first part, in consideration of the sum of
Seventeen thousand and no/100 DOLLARS
to it duly paid, the receipt of which is hereby acknowledged, has sold and by
this indenture does GRANT, BARGAIN, SELL and MORTGAGE to the said part Y of the second part, the
following described real estate situated and being in the County of Douglas and State of
Kansas, to-wit: