

8. If there shall be a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisal is hereby waived.

9. The lien of this instrument shall remain in full force and effect during any postponement or extension of the time of payment of the indebtedness or any part thereof secured hereby.

10. If the indebtedness secured hereby be guaranteed or insured under Title 38, United States Code, such Title and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Title or Regulations are hereby amended to conform thereto.

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders, and the term "Mortgagee" shall include any payee of the indebtedness hereby secured or any transferee thereof whether by operation of law or otherwise.

IN WITNESS WHEREOF the Mortgagor(s) have hereunto set ^{their} hand(s) and seal(s) the day and year first above written.

Russell B. Hoffer [SEAL]
Russell B. Hoffer

Mary Jane Hoffer [SEAL]
Mary Jane Hoffer

[SEAL]

[SEAL]

STATE OF KANSAS,
COUNTY OF DOUGLAS

ss:

BE IT REMEMBERED, that on this 13th day of November, 1969, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Russell B. Hoffer and Mary Jane Hoffer, his wife to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.



My Commission expires September 30, 1972.

Reba J. Bryant
Reba J. Bryant Notary Public.

Recorded November 20, 1969 at 1:57 P.M.

Janice B. B... Register of Deeds