

lease or agreement is written or verbal and it is the intention hereof (a) to pledge and secure, once and for all, the property and not incidentally 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, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advisable, to terminate or modify existing or future leases, collect and receive rents, issues and profits, regardless of when earned, and use such proceeds whether legal or equitable as it may deem proper in enforcing collection thereof, employ, renting, agents, or other employees, clerks or agents and persons, hire 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 incidentally incident to absolute ownership, not inferior to those necessary for and purposes 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 due to secured, and out of the income from reasonable compensation for itself and insurance premiums, taxes and assessments, and all expenses of every kind including attorney's fees, incurred in the service of the property herein given, and from time to time apply any balance of income not so expended, needed for the principal purposes, first as the interest and then on the principal. At the indebtedness hereby secured, before or after any default of performance, and on the deficiency in the proceeds of any sale, whether the same is a deficiency or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, deems that there is no substantial unperfected debt in performance of the Mortgagee's agreement, herein the Mortgagee may, without notice and without cost, shall relinquish possession and pay to Mortgagor any surplus amount in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Master's Deed in Special Commutation. Deed pursuant to a decree foreclosing the lien hereof, but it need not be done; then until the expiration of the Mortgagee's period during which it may elect to foreclose, Mortgagee shall have the discretionary power at any time to cause to take by its agent a possession of said premises without notice to the Mortgagor. Mortgagee shall have all powers, if any, which it might have had, without this paragraph. No lien shall be enforceable against Mortgagee, based upon any claim arising from 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 in the Mortgage, whether herein or by law conferred, and may be enforced concurrently therewith, without notice by the Mortgagee of performance of any or all herein or in said obligation within 4 days thereafter, in the manner and effect of the right of Mortgagee to foreclose by action of law, and the same or any other of said remedies, that whenever the contract hereby secured the same shall be deemed to be performed and the same or any other of said remedies, as well as any other that may be provided, that all rights and remedies under this mortgage shall extend to and be binding upon the mortgagor, heirs, assigns, successors, representatives and assigns of the Mortgagee, and the successors and assigns of the Mortgagee, and that the powers herein conferred are in addition to the powers conferred by law.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 12th day

of December, A.D. 19 69  
*Jerry V. Kornbrust* (SEAL)  
Jerry V. Kornbrust (SEAL)

*Rebecca J. Kornbrust* (SEAL)  
Rebecca J. Kornbrust (SEAL)

State of Kansas

County of Douglas

Mary E. Haid

a Notary Public in and for said County, in the State of Kansas.

DO HEREBY CERTIFY that Jerry V. Kornbrust and Rebecca J. Kornbrust, 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

their free and voluntary act, for the uses and purposes therein set forth, including the waiver of all rights under any homestead, exemption and valuation laws.



me and Notarial Seal this 12th day of December, A.D. 19 69  
expires April 16, 1973

*Mary E. Haid*  
Mary E. Haid Notary Public

Recorded December 15, 1969 at 2:09 P.M.

*Janice Beem* Register of Deeds