

J. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagor, 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 Mortgagor 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 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 necessary 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 therefrom 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 over in its sole discretion needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, again or after any decree of foreclosure, and of the deficiency in the proceeds of sale, if any, whether there be a decree in personam thereto or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagor, in its sole discretion, feels that there is no substantial unexecuted default in performance of the Mortgagor's agreements herein, the Mortgagor, in satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagor may continue until 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 hereof, but if no decree be issued, then until the expiration of the statutory period during which it may be issued. Mortgagor 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. Mortgagor shall have all orders of any which it might have had without this paragraph. No suit shall be sustainable against Mortgagor based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagor's possession ceases.

K. That each right, power and remedy herein granted upon the Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether herein or by law created, and may be enforced cumulatively therewith, the survivor by the Mortgagor if performance of any covenant herein or in said obligation contained shall, the earlier in any event, unless otherwise provided in this instrument, require or enforce performance of the same or of any other covenants; that whenever the word "he" herein requires the masculine gender, it shall include the feminine and the neuter; to the singular number, as used hereto, 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 Mortgagor and that the powers herein mentioned may be exercised as often as occasion therefor.

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

of February A.D. 19 70

Ronald J. Sprecker (SEAL)

Elva M. Sprecker (SEAL)

(SEAL) (SEAL)

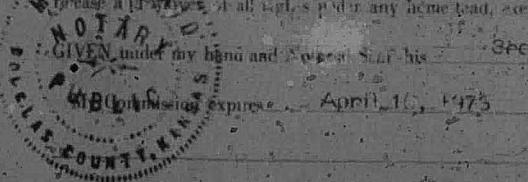
State of Kansas

County of Douglas

I, Mary E. Haid, Notary Public, and for said County, in the State of Kansas,
DO HEREBY CERTIFY that Ronald J. Sprecker and Elva M. Sprecker, 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 foregoing Instrument as their free, clear and voluntary act, for the uses and purposes herein set forth, including the
use and enjoyment of all rights, power, any home, lead, exemption and vacation laws.



Mary E. Haid Notary Public

James Beem Register of Deeds

Recorded February 3, 1970 at 3:35 P.M.