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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 rents, issues and profits, regardless of when earned, and use such moneys whether legal or equitable as it may deem proper to enforce collection thereof, purchase adequate fire and extended coverage and other forms of insurance as may be deemed advisable, and in general exercise all 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 income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness 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 in personam therefor 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 Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence of 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 deed be issued, 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 by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in 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 neuter 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 Mortgagor, and the successors and assigns of the Mortgagee; 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 23rd day of February, A.D. 1970.

WESTERN HOME BUILDERS, INC.

(SEAL) Robert L. Elder, President (SEAL)

(SEAL) Michael L. Jamison, Secretary (SEAL)

State of Kansas

County of Douglas } SS

Be It Remembered, That on this 23rd day of February, 1970, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Robert L. Elder, President of WESTERN HOME BUILDERS, INC., a corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, and Michael L. Jamison, Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the persons who executed, as such officers, the within instrument of writing on behalf of said corporation.



In Testimony Whereof, I have hereunto set my hand and affixed my official seal this day and year last above written.

Mary E. Haide  
Notary Public

Notary Public Term Expires April 16, 1973.

Recorded February 24, 1970 at 10:07 A.M. Janice Beem Register of Deeds

The undersigned, owner of the within mortgage, hereby acknowledges the full payment of the debt secured thereby, and authorizes the Register of Deeds to enter the discharge of this mortgage of record. Dated this 13th day of July, 1970.

(Corp. Seal) LAWRENCE SAVINGS ASSOCIATION  
M. D. Vaughn, Executive Vice President

THIS RELEASE  
WAS WRITTEN  
ON THE ORIGINAL  
MORTGAGE  
FILED  
JUL 14 1970  
BY  
JANICE BEEM  
REG. OF DEEDS  
By: Sue Navstijter  
Deputy