

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 and invest the same in any lawful manner, and it may deem proper to enforce collection thereof, employ selling agents of other employees, alter, repair and produce, buy furnishings and equipment thereon, when deemed 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 be in a lien secured 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 incident thereto, in its sole discretion, needed for the above and 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 there of, shall relinquish possession and pay to Mortgagee any surplus income in its hands. The possession of Mortgagee may continue until foreclosure of the lien hereof, but it need not be so, then until the expiration of a 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 sustaining 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 of 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 in this instrument the masculine gender is 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 Mortgagee, and the successors and assigns of the Mortgagor, 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

25th day

of June A.D. 1970

Felix T. Theeuwes

Felix T. Theeuwes

(SEAL)

Marie-Therese Theeuwes

(SEAL)

(SEAL)

(SEAL)

State of Kansas

County of Douglas

SS

I, Mary E. Haid

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

DO HEREBY CERTIFY that Felix T. Theeuwes and Marie-Therese Theeuwes, 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 said Instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 25th day of June A.D. 1970

My Commission expires April 16, 1973



Mary E. Haid
Mary E. Haid Notary Public

Recorded June 25, 1970 at 2:26 P.M.

Janice Beem Register of Deeds