

THE AMOUNT SECURED BY THIS MORTGAGE HAS BEEN PAID IN FULL, AND THE SAME IS HEREBY
THE FIDELITY INVESTMENT COMPANY
Maurice A. Roberts, Vice President

This release
was written
on the original
mortgage
dated
this 13th day
of July
1970
James Beem
Reg. of Deeds
Deputy

DEFAULT
It is expressly understood and agreed between the parties hereto as follows:
In Payment of Note
That should said Mortgagor... fail to pay any part of the principal or interest according to the terms of the note secured by this mortgage or fail to perform all and singular the covenants and agreements herein contained, the entire debt remaining secured by this mortgage shall at the option of said Mortgagee become at once due and payable, without notice.
In Payment of Taxes
That should said Mortgagor... fail to make payment of any taxes, charges or assessments levied against said property or any part thereof before the same become delinquent, said Mortgagee may, at its option, pay the amount of such tax, charge or assessment, together with any expense incident thereto, and any amount so paid shall be repaid by said Mortgagor... to said Mortgagee on demand with interest thereon at the rate of ten per cent per annum from the date of payment by said Mortgagee, and unless so repaid shall become a part of the debt secured by this mortgage, and the entire debt remaining secured by this mortgage shall at the option of said Mortgagee become at once due and payable, without notice.
In Maintaining Improvements
In the event of actual or threatened waste, demolition, or removal of any building erected on said premises, the entire debt remaining secured by this mortgage shall at the option of said Mortgagee become at once due and payable, without notice.
In Furnishing Insurance
In the event the Mortgagors... shall, for any reason, fail to keep said premises so insured as herein provided or shall fail to deliver the policies of insurance or the renewals thereof as herein provided, or fail to pay the premiums thereon, then said Mortgagee, if it elects, may have such insurance written or renewed and pay the premiums thereon, and any premium so paid shall be secured by this mortgage and shall be repaid by said Mortgagor... within ten days after payment by said Mortgagee with interest thereon at the rate of ten per cent per annum from date of payment. In default thereof, the entire debt remaining secured by this mortgage shall at the option of said Mortgagee become at once due and payable, without notice.

Distribution of Insurance
Should said Mortgagee by reason of any such insurance against loss receive any sum or sums of money for any damage to said building or buildings, such amount may be retained and applied toward the payment of the debt hereby secured; or the same may, at the option of said Mortgagee, be paid over, either wholly or in part, to said Mortgagor... to enable them to repair such buildings or erect new buildings in their place, or for any other purpose or object satisfactory to said Mortgagee without affecting the lien of this mortgage for the full amount secured hereby before such damage, or such payment over, took place.
Decree of Sale and Foreclosure
In case of default in any of the payments herein provided for, or in the event of the failure on the part of said Mortgagor... to keep and perform any of the covenants, agreements, terms and conditions herein contained and provided for, said Mortgagee shall be entitled to a judgment for the sum due upon said note and any additional sums paid by virtue of this mortgage with interest thereon as herein provided, and for all costs, and shall be entitled also to a decree for the sale of said premises in satisfaction of said judgment, foreclosing all rights and equities in and to said premises of said Mortgagor... and all persons claiming under them, at which sale appraisal of said property is hereby waived by said Mortgagors...
Waiver of Notice
The said Mortgagors... further agree that all notice of the exercise of any and all options reserved by this mortgage to said Mortgagee is hereby waived.
Receiver
In case any bill or petition is filed in an action brought to foreclose this mortgage, the Court may on motion of said Mortgagee without respect to the condition or value of the property herein described, appoint a Receiver to take immediate possession of the mortgaged premises, to maintain and lease the same, and to collect the rents and profits arising therefrom during the pendency of such foreclosure and until the debt is fully paid and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses attending the execution of said trust.
Wherever the words "Mortgagor," "Mortgagors," or "Mortgagee" appear in this mortgage, they shall be understood to include the heirs, devisees, administrators, executors, trustees, successors, and assigns of such parties.
IN WITNESS WHEREOF said Mortgagors... have hereunto set their hands and seal... the day and year first above written.

Ronald J. Sprecker
Elva M. Sprecker

STATE OF KANSAS, COUNTY OF SHAWNEE SS.
BE IT REMEMBERED that on this 20th day of July
A.D. 1970, before me, the undersigned, a Notary Public in and for said County and State, came Ronald J. Sprecker and Elva M. Sprecker, his wife
who are personally known to me to be the identical person... described in, and who executed the foregoing mortgage, and duly acknowledged the execution of the same to be their voluntary act and deed.
IN TESTIMONY WHEREOF I have hereunto subscribed my hand and affixed my official seal on the day and year last above written.
My commission expires November 30, 1970
Maurice A. Roberts
Notary Public.

