

This release
was written
on the original
mortgage

579 day
of July
1955

Harold A. Beck
Reg. of Deeds
By Francis M. Goss

The Northwestern Mutual Life Insurance Company, a corporation organized and existing under the laws of Wisconsin, hereby acknowledges full payment of the note executed by Walter C. Jehle and Emma M. Jehle, of the County of Douglas, State of Kansas, and mentioned in the within mortgage, recorded in the office of the Register of Deeds of the County of Douglas, State of Kansas, in Vol. 92 of Mortgages, on page 189.

And said Company hereby cancels and releases said mortgage and authorizes the Register to enter this release upon the margin of its record.

Dated and signed at Milwaukee, Wisconsin, this twenty-fourth day of June, 1955.

(Corp. Seal)

Attest C. A. Westring,
C. A. Westring, Assistant Secretary

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY

By Howard J. Tobin

Howard J. Tobin, Vice President

It is agreed that if the insurance herein provided for is not promptly effected and the policies therefor made payable and deposited as herein provided, or if the liens, taxes, special assessments, costs, expenses or attorney's fees herein provided shall not be paid in the manner, and tax receipts filed within the time, herein provided, the mortgagee (whether electing to declare the whole indebtedness hereby secured due and collectible or not), may (1) effect the insurance above provided for and pay the reasonable premiums and charges therefor; (2) pay said taxes and special assessments, with accrued interest, fees, penalties and other expenses, which taxes and special assessments it may conclusively assume (and shall not be affected by any notice to the contrary) were lawfully levied and assessed, are due and payable, and are or will become lawful liens and charges upon the mortgaged premises; and (3) pay such liens, costs, expenses and attorney's fees; and all such payments, with interest thereon from the time of payment at the rate of ten per cent per annum, shall be deemed a part of the indebtedness secured by this mortgage; but nothing herein contained shall be construed as requiring the mortgagee to effect such insurance or to advance or expend moneys for taxes, assessments or other purposes aforesaid.

The mortgagors covenant and agree to pay the indebtedness hereby secured promptly and in full compliance with the terms of said note, and that in case default shall be made in the payment of any instalment of said note or of interest thereon when due, or if there shall be a failure to comply with any condition or provision of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, costs, expenses and attorney's fees herein specified, shall, at the option of the mortgagee and without notice to the mortgagors (such notice being hereby expressly waived), become due and collectible at once by foreclosure or otherwise; and upon commencement of any proceeding to enforce or foreclose this mortgage, or at any time thereafter during the pendency of such proceeding and during any period allowed for redemption, the mortgagee, or the purchaser at any sale thereunder, upon application to the court in which such proceeding is pending, or, if such enforcement is not by suit or action, then to any court of competent jurisdiction, shall be entitled, as a matter of right, without notice to the mortgagors or any person claiming under them, and without regard to the solvency or insolvency, at the time of such application, of the person or persons liable for the payment of the indebtedness hereby secured, and without regard to the then value of the premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, to the immediate appointment of a receiver with power to take possession of the mortgaged premises and to collect the rents, issues and profits thereof during the pendency of such proceeding and during any period allowed for redemption. And said receiver shall, from time to time, under the order of such court, apply the net amount in his hands to the payment, in whole or in part, of any or all of the following items: (1) expenses reasonably required to keep said premises in proper condition and repair; (2) insurance of the improvements upon said premises; (3) taxes, special assessments or any other lien or charge upon said premises that may be or become superior to the lien of this mortgage or to any decree foreclosing the same; (4) amount due upon the indebtedness hereby secured; (5) amount due upon any decree entered in any suit foreclosing this mortgage; and (6) to such other purpose or purposes as to the court may seem proper in the premises.

In case the mortgagee or the legal holder of said note voluntarily or involuntarily becomes or is made a party to any suit or proceeding relating to the premises herein described, or in connection with or about this mortgage or said note, either by the act of another or for the purpose of protecting any interest in said premises growing out of this mortgage or said note, or in case of the collection of the mortgage indebtedness herein created through proceedings in the probate court, or if the note secured by this mortgage be placed with an attorney for collection, then and in any such case all costs incurred by the mortgagee or legal holder of said note shall upon demand be paid by the mortgagors, which costs shall include a reasonable attorney's fee for the attorney of said mortgagee or legal holder of said note, and if not so paid upon demand and said sums are advanced or paid by the mortgagee, all such costs and such attorney's fee, with interest from the date of payment at the rate of ten per cent per annum, shall be a lien upon the premises herein described, and collectible as other indebtedness hereby secured.

And it is agreed that the mortgagors will repay the mortgagee all reasonable expenses paid in procuring abstracts of title or title insurance, whenever such abstracts or insurance shall become necessary to protect the interests or enforce the rights of said mortgagee, and the amounts so paid shall from the date of payment bear interest at the rate of ten per cent per annum and shall be deemed part of the indebtedness hereby secured.

The said mortgagors hereby expressly waive and release all rights and benefits they have in said premises as a homestead under any law or rule of equity relating to the alienation, exemption or judicial sale of homesteads.

It is understood and agreed that if, for any reason, this mortgage shall hereafter be found in any respect invalid or insufficient, or if the priority of its lien on the premises herein described shall in any manner be questioned or disputed, the mortgagee shall be subrogated for further security to the lien of any and all prior incumbrances, liens or charges of any kind against said premises, or any part thereof, paid and discharged from the proceeds of the loan hereby secured, and in such case, even though said prior liens have been released of record, the repayment of said loan shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments respectively; also that the time of payment of the indebtedness hereby secured, or any portion thereof, may be extended or renewed, and that any portions of the premises herein described may, without notice, be released from the lien hereof, without releasing or affecting the personal liability of any person or corporation for the payment of the indebtedness hereby secured or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid, and that no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability or the lien hereby created.

Whenever by the terms of this instrument or of said note the mortgagee is given any option, such option may be exercised when the right accrues, or at any time thereafter.

The provisions herein contained shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto, respectively.

In Witness Whereof, the said mortgagors have hereunto set their hands the day and year first above written.

Walter C. Jehle

Walter C. Jehle

Emma M. Jehle

STATE OF KANSAS,

Douglas County,

ss.

Be it remembered that on this 28th. day of April A. D. 1947, before the undersigned,

a notary public in and for the county and state aforesaid, duly com-

missioned and qualified, personally came

Walter C. Jehle and Emma M. Jehle, his wife,

who are personally known to me to be

the same persons who executed the foregoing instrument of

writing as grantors; and such persons severally duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written.

C. B. Butell

Notary Public

My commission expires

Sept. 4, 1948