

(10). In case of foreclosure hereof said real estate shall be sold without appraisal, and the judgment rendered shall, if the holder hereof so desires, provided that the herein described property (whether same be in separate tracts or parcels) shall be sold together and not in parcels. Said first party further expressly waives all benefits of the homestead and stay laws of said State.

(11). In the event of the passage, after date of this mortgage, of any law of the State of Kansas deducting from the value of land for the purposes of taxation any lien thereon, or changing in any way the laws now in force for the taxation of mortgages or debts secured by mortgage for State of local purposes, or the manner of the collection of any such taxes, so as to affect this mortgage, the whole of the principal sum secured by this mortgage, together with the interest due thereon shall at the option of said party of the second part, without notice to any party, become immediately due and payable.

(12). That any failure of the said second party to exercise any right or option herein given or reserved shall not operate as a waiver or estoppel against any party from afterwards exercising any such or other right or option at any time.

(13). All covenants and agreements in these presents contained to be kept and performed by said first party of the first part shall extend to and be binding and obligatory upon the heirs, executors, administrators, assigns and legal representatives of said party of the first part, and, whether so expressed or not, shall inure to the benefit of and be available to the heirs and assigns of the said party of the second part, and words used in the singular number shall include the plural and words in the plural shall include the singular.

(14). This mortgage and the notes secured hereby shall be in all respects construed according to the laws of the State of Kansas.

The foregoing conditions, covenants and agreements being performed, this conveyance shall be void and shall be released by the second party at the cost and expense of said first party, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, The said first parties have hereunto set their hands and seals the day and year first above written.

Margaret H. Miller (Seal)  
 Ruby E. Alcorn (Seal)  
 M. D. Alcorn (Seal)

STATE OF KANSAS,  
 LYON COUNTY, SS.

BE IT REMEMBERED, That on this 14 day of March A. D. 1931 before me the undersigned, a Notary Public in and for said County and State came Margaret H. Miller who is personally known to me to be the same person who executed the within instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Legal Seal

My commission expires 7-21-34

Mable Caruthers Notary Public

STATE OF KANSAS,  
 SUMNER COUNTY, SS.

BE IT REMEMBERED, That on this 16th day of March A. D. 1931 before me, the undersigned, a Notary Public in and for said County and State, came Ruby E. Alcorn and M. D. Alcorn, wife and husband who are personally known to me to be the same persons who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

Legal Seal

A. V. Harter Notary Public

My commission expires June 8, 1933

Recorded March 18, A. D. 1931 at 10:00 A. M.

*Edw. D. Pennington* Register of Deeds

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 PARTIAL RELEASE

(The following is endorsed on the original instrument recorded in Deed Book 125 Page 611)

For a valuable consideration, receipt of which is hereby acknowledged, the undersigned hereby waives and quitclaims unto the State of Kansas, any interest he may have in the premises described in the foregoing instrument under and by virtue of the mortgage recorded in Book 70 page 51 and not otherwise. Signed this 5th day of February A. D. 1931.

The Equitable Life Assurance Society  
 of the United States  
 D. A. Walker  
 2nd V. President  
 Alex McNeill  
 Asst. Secretary

Approved  
 E.  
 C.M.R. Margaret Schenk

Corp. Seal  
 STATE OF NEW YORK, COUNTY OF NEW YORK, SS.

BE IT REMEMBERED, That on this 5th day of February 1931 before me the undersigned came D. A. Walker and Alex McNeill as 2nd V. President and Asst. Secretary of The Equitable Life Assurance Society of the United States, a corporation, who are personally known to me to be the same persons who executed the