

MORTGAGE RECORD 85

be repaid promptly without demand, but nothing herein contained shall be construed as requiring Mortgagee to advance money for any of the aforesaid purposes;

(b) To declare, without notice, all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and to take possession of the mortgaged property and enforce any of the rights which accrue to the Mortgagee hereunder.

17. The Mortgagor hereby waives, to the extent permitted by law, the benefits of all dower, homestead, valuation, appraisalment, exemption, stay and Moratorium laws now in force, or which may hereafter become laws, including the right to redeem the mortgaged property after the foreclosure of this mortgage, and waives any right to the possession of such property during any period of redemption.

18. Upon the filing of any action to enforce any right under this mortgage, or at any time thereafter, whether prior to foreclosure sale or after sale, at any time before the purchaser thereat shall secure possession of the mortgaged property with the right to collect the rents, issues, income and profits thereof, the court in which such action is filed, without notice to the Mortgagor or any party claiming under the Mortgagor (such notice being hereby expressly waived) and without regard to the then solvency of the Mortgagor, or of any person or persons liable for the payment of the indebtedness secured hereby, and without regard to the then value of the mortgaged property, or other grounds for extraordinary relief, may issue an order requiring any tenant or tenants of said mortgaged property to pay the rents into court, subject to order of the court, or may appoint a receiver of the mortgaged property with power to take immediate possession of the mortgaged property, manage and rent the same, and collect the rents, issues, income and profits therefrom during the pendency of the action and until the purchaser at foreclosure sale shall secure possession of the mortgaged property with the right to collect the rents, issues, income, and profits thereof, and the court in which such action is filed may, from time to time, authorize the net amounts so paid into court and/or collected by said receiver to be applied in payment in whole or in part, of any or all of the items following: (1) Amount due upon the indebtedness secured hereby, (2) Amount due upon any judgment or decree entered in any suit foreclosing this mortgage, (3) Insurance of the improvements upon said premises or (4) Taxes, special assessments, or other lien or charge upon the mortgaged property that may be or become superior to the lien of this mortgage or of any judgment or decree foreclosing the same. In connection with the aforesaid proceeding, or if Mortgagee shall bring or defend any other action to protect or establish any of its rights hereunder, the Mortgagor will pay such reasonable costs or bringing or defending any such action as may be permitted by law to be charged, all of which shall be added to the indebtedness secured hereby.

19. In case of foreclosure of this mortgage by the Mortgagee in any court of law or equity, a reasonable sum shall be allowed for the attorneys' and stenographers' fees of the plaintiff in such proceedings, and also, for all outlays for documentary evidence and the cost of complete abstracts of title to the mortgaged property, and for an examination or opinion of title for the purpose of such foreclosure; and in case of any other suit or legal proceeding wherein the Mortgagee, its successors or assigns, or the holder of the Note, or any of them, shall be made a party thereto, by reason of this Mortgage, their costs and expenses and the reasonable fees and charges of their attorneys for services in such suit or proceedings, shall be a further lien and charge upon the mortgaged property under this mortgage, and all such attorneys' and stenographers' fees, costs, expenses and other charges, shall become so much additional indebtedness secured hereby and be allowed in any judgment or decree foreclosing this mortgage. And there shall be included in any judgment or decree foreclosing this Mortgage and be paid out of the rents, issues, income and profits of the mortgaged property and the proceeds of any sale made in pursuance of any such judgment or decree: (1) all the costs of such suit or suits, advertising, sale, and conveyance, including attorneys' and stenographers' fees, outlays for documentary evidence, and cost of such abstract and examination of title; (2) all the moneys advanced by the Mortgagee, its successors or assigns, or the holder of the Note, or any of them, for any purpose authorized by this mortgage, with interest on such advances from the date of payment at the same rate per annum as is borne by the Note; (3) all the accrued interest remaining unpaid on the indebtedness hereby secured; (4) all of said indebtedness hereby secured remaining unpaid. The overplus, if any, shall then be paid to the Mortgagor.

20. All the covenants, stipulations, premises, undertakings and agreements herein contained by or on behalf of the Mortgagor, shall bind its successors and assigns whether so expressed or not. For every purpose of this mortgage, the term "Mortgagor" includes and means not only the Mortgagor itself, but also its successors and assigns, particularly including any corporation into or with which the Mortgagor may, with the consent of the Mortgagee, its successors or assigns, or the holder of the Note, be merged or consolidated, and the term "Mortgagee" shall also include any lawful owner, holder or pledgee of any indebtedness secured hereby.

21. This mortgage may be executed, acknowledged and delivered in any number of counterparts, and each of such counterparts shall be deemed to be an original Mortgage.

22. The unenforceability or invalidity of any one or more provisions, clauses, sentences and/or paragraphs of this mortgage shall not render any other provision, clause, sentence and/or paragraph herein contained unenforceable or invalid.

23. The Mortgagor agrees that its management shall be satisfactory to the Mortgagee, and if, within thirty days from the date of forwarding by the Mortgagee of notice to Mortgagor that Mortgagor's management is not satisfactory to Mortgagee, Mortgagor does not make changes so that its management shall be satisfactory to Mortgagee, the Mortgagee may at any time thereafter, without notice to Mortgagor, accelerate the maturity of the indebtedness evidenced by the Note.

24. Mortgagor has pledged with the Mortgagee, to secure the payment of the above Note, policies of insurance in Farmer's and Banker's Life Insurance Company insuring the lives of S. W. Hurwitz and Samuel Hurwitz in the aggregate amount of Ten Thousand Dollars. Mortgagor covenants and agrees to promptly pay or cause to be paid all premiums on such life insurance policies or any policy or policies substituted therefor, and to submit receipts for such premium payments to the Mortgagee prior to the dates when the premiums on such policy or policies shall be due and payable. If the Mortgagor shall fail to pay such premiums as above provided when due and payable, the Mortgagee may pay the premiums and the repayment of the sums so expended by the Mortgagee shall be secured by this Mortgage to the same extent as the indebtedness evidenced by the above Note.

The Mortgagor will, at all times, do or cause to be done all things necessary to preserve and keep in full force and effect the corporate existence, rights and franchises, and the corporate existence, rights and franchises of any subsidiary or constituent company and will not without the prior written consent of the Mortgagee, attempt or effect any consolidation or merger of the Mortgagor or any subsidiary or constituent company with any other firm or corporation.

IN WITNESS WHEREOF, The Mortgagor has caused its corporate seal to be hereunto affixed and these presents to be signed by its President and attested by its Secretary on the day and year first above written.

(CORP. SEAL)

ATTEST:

H. W. Love
Secretary

THE LAWRENCE SANITARY MILK & ICE CREAM COMPANY
BY S. W. HURWITZ
President

State of Kansas)
County of Douglas)SS.

On this 16th day of April, 1940, before me appeared S. W. Hurwitz, to me personally known, who, being by me duly sworn did say he is the President of the Lawrence Sanitary Milk & Ice Cream Company and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and