

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 or 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 mortgage 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.

Emil F. Masenthin
Emil F. Masenthin

Mettie M. Masenthin
Mettie M. Masenthin

STATE OF KANSAS, ss. Be it remembered that on this 22nd day of October 1948 before the undersigned J.A. Kesler a notary public in and for the county and state aforesaid, duly commissioned and qualified, personally came

Emil F. Masenthin and Mettie M. Masenthin, 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.

J.A. Kesler Notary Public.
My commission expires August 8, 1951



Harold A. Beck Register of Deeds

Recorded November 3, 1948 at 12:00 A.M.

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 Emil F. Masenthin and Mettie M. Masenthin, 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. 95 of Mortgages, on page 61.

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-ninth day of October, 1948.

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY
By: Peter B. Langmuir, Vice President
Attest: C. A. Westring, Asst. Secretary

(Corp. Seal)

This release was written on the original mortgage entered this 9th day of November 1948.

Harold Beck
Reg. of Deeds