

stead under any law or rule of equity relating to the allocation, exemption or judicial sale of homesteads, shall be null and void, and shall not be enforceable in any court of law or equity. No creditor shall 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 mortgage shall be subrogated for further security to the lien of any and all prior incumbrances, liens or charges of any kind or nature, whether or not recorded, and the lien of any and all such prior incumbrances, liens or charges shall remain in full force and effect even though said prior liens have been released or 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 shall be extended to the time of payment of said loan, and the ownership of said 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 the term of said loan, and the release of said premises from the lien hereof shall not release 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 mortgagor S have hereunto set their hand S the day and year first above written.

Leona C. Butell  
Leona C. Butell

STATE OF KANSAS, } ss. Be it remembered that on this 31st day of  
Douglas County, } January A. D. 1949, before the undersigned,  
a notary public in and for the county and state aforesaid, duly com-  
missioned and qualified, personally came

Carl B. Butell and Leona C. Butell, his wife

who are personally known to me to be \_\_\_\_\_ the same persons who executed the foregoing instrument of \_\_\_\_\_  
 \_\_\_\_\_; 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.



*E. M. Hustain* Notary Public  
My commission expires April 16, 1952

Recorded February 10, 1948 at 4:30 P. M.

Harold A. Beck Register of Deeds

This message  
 was written  
 on the original  
 mortgage  
 this 18<sup>th</sup> day  
 of March  
 1964  
 Harold A. Beck  
 Leg. Attest  
 Lytania Beers