

And the said party of the first part does further covenant and agree that in case of default in payment of any installment of principal or interest or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default the said party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured or so much thereof as shall then remain unpaid immediately due and payable, and thereupon, or in case of default in payment of any note hereby secured at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels; and upon commencing proceedings for the foreclosure of this mortgage, shall be entitled to the appointment of a receiver to take possession of the premises above described, to collect the rents and profits of said premises during the pendency of such foreclosure and until the time to redeem the same from the foreclosure sale shall expire, and out of the same to pay the expenses of said receivership, to make the necessary repairs and keep said premises in proper condition and repair pending such sale and the expiration of the time to redeem therefrom, to pay all taxes, assessments, water rents, municipal or governmental rates, charges or impositions accruing between the commencement of the foreclosure and the expiration of the period for redemption and all such taxes, assessments, water rents, municipal or governmental rates, charges, or impositions unpaid and remaining unredeemed at or prior to the foreclosure sale, and to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage, and after paying the expenses of said receivership, said taxes, assessments, water rents, municipal or governmental rates, charges or impositions and said insurance premiums, the said rents and profits shall be applied toward the payment of the amount then due on this mortgage and the debt hereby secured.

It is hereby further agreed by the parties hereto that this mortgage, and any note to secure which it is given, are to be construed together and shall be binding upon and inure to the benefit of the heirs, executors, administrators, lessees, grantees, successors and assigns of the parties hereto respectively; and that the words "party of the first part" as used herein shall be construed to mean one or more persons.

In Witness Whereof, the said party of the first part, has executed this instrument the day and year first above written.

Theo O. Evans
(Theo O. Evans)

Lena M. Evans
(Lena M. Evans)

STATE OF KANSAS

COUNTY OF Franklin } ss

On this 22nd day of November A. D. 19 49, before me, a Notary Public, in and for said County, personally appeared

Theo O. Evans and Lena M. Evans, his wife,

to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Witness my hand and official seal, the day and year last above written.

My commission expires
Sept. 6, 1952

W. B. Gutz
Notary Public

Recorded November 29, 1949 at 3:26 P. M.

Harold A. Beck Registrar of Deeds

Satisfaction of Mortgage

The amount of this mortgage has been paid in full and the same is hereby cancelled, this twenty-third day of August 1955.

The Mutual Benefit Life Insurance Company

(copy sent)

By Jacob G. Hoff
Second Vice President

This instrument was written on the original mortgage and acknowledged this 24th day of November 1949.

Harold A. Beck