

6. To keep the buildings and other improvements now or hereafter erected in good condition and repair, not to commit or suffer any waste of said premises and to permit Mortgagee to enter at all reasonable times for the purpose of inspecting the premises.

7. That they will pay the indebtedness hereby secured promptly and in full compliance with the terms of said note and this mortgage, and that the time of payment of the indebtedness hereby secured, or of any portion thereof, may be extended or renewed, and 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 said indebtedness or the lien of this instrument upon the remainder of said premises for the full amount of said indebtedness then remaining unpaid, and no change in the ownership of said premises shall release, reduce or otherwise affect any such personal liability or the lien hereby created.

IT IS MUTUALLY AGREE THAT:

1. In case default shall be made in the payment of any instalment of said note or of interest thereon when due or if there shall be a failure on the part of Mortgagors to comply with any covenant, condition or provision of this mortgage, then the said note and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, costs, expenses and attorney's fees herein specified shall, at the option of Mortgagee and without notice to Mortgagors (such notice being hereby expressly waived), become due and collectible at once by foreclosure or otherwise.

2. Upon maturity of said indebtedness, whether in due course or as above provided, Mortgagee shall have the right to enter into and take possession of said premises and collect the rents, issues and profits thereof; and the net income, after allowing a reasonable fee for collection thereof and for management of the property, may be applied to the payment of taxes, insurance premiums and other charges thereon; or in reduction of the indebtedness secured by this mortgage; and the rents, issues and profits are hereby specifically pledged to the payment of said indebtedness and of all other obligations which may accrue under the terms hereof.

3. If the note and mortgage or either of them shall be placed in the hands of an attorney for collection or foreclosure, or if Mortgagee voluntarily or involuntarily becomes or is made a party to any suit or proceeding relating to the premises or to this mortgage or said note, Mortgagors shall reimburse Mortgagee for its reasonable attorney's fees, costs and expense of procuring abstracts or other evidences of title and title insurance in connection therewith.

4. If any proceedings shall be brought to foreclose this mortgage or to collect the indebtedness hereby secured, Mortgagee shall be entitled as a matter of right, without notice to Mortgagors or any person claiming under them and without regard to the adequacy of the security or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, to the immediate appointment of a receiver with power to take possession of the premises, lease the same, collect all rentals and profits thereof and hold and apply the receipts as the court may order for maintenance of the security and on account of said indebtedness.

5. Mortgagee shall be subrogated to the lien of any and all prior incumbrances, liens or charges paid and discharged from the proceeds of the note hereby secured, and even though said prior liens have been released of record, the repayment of said note shall be secured by such liens on the portions of said premises affected thereby to the extent of such payments, respectively.

6. Whenever by the terms of this instrument or of said note Mortgagee is given any option, such option may be exercised when the right accrues, or at any time thereafter.

7. All Mortgagors shall be jointly and severally liable for fulfillment of their covenants and agreements herein contained, and all provisions of this mortgage shall inure to and be binding upon the heirs, executors, administrators, successors, grantees, lessees and assigns of the parties hereto, respectively.

8. All payments made under the provisions of this mortgage or the note hereby secured which may be construed as interest shall not, in the aggregate over the term hereof, exceed the rate that may now be lawfully contracted for in writing.

IN WITNESS WHEREOF, the said mortgagors have hereunto set their hand the day and year first above written.

Leslie T. Churchbaugh
Leslie T. Churchbaugh

Doris O. Churchbaugh
Doris O. Churchbaugh

Douglas County, Kansas, this 20th day of January, A. D. 1950, before the undersigned, W. A. Schaaf, a notary public in and for the county and state aforesaid, duly commissioned and qualified, personally came

Leslie T. Churchbaugh and Doris O. Churchbaugh, 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 and jointly 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.



W. A. Schaaf
Notary Public.
My commission expires April 25, 1951.

Recorded January 27, 1950 at 11:00 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 Leslie T. Churchbaugh and Doris O. Churchbaugh, 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 97, of Mortgages on page 338. 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 twentieth day of November, 1962. THE NORTHWESTERN MUTUAL LIFE (Corp Seal) Attest: C. A. Westring, Ass't. Secretary INSURANCE COMPANY By: Peter B. Langmuir, Vice President

This release was written on the original mortgage record on 13th day of December 1962.