

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 or repaid, 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 lawfully be contracted for in writing.

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

Charles E. Banning
Charles E. Banning

Myra G. Banning
Myra G. Banning

STATE OF KANSAS, } ss. Be it remembered that on this 10th day of
Douglas County, } August A. D. 1950, before the undersigned,
Howard Wiseman, a notary public in and for the county and state aforesaid, duly com-
missioned and qualified, personally came

Charles E. Banning and Myra G. Banning, 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 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.

Howard Wiseman
Notary Public.
My commission expires March 18, 1954.



This mortgage was written on the original mortgage of the 20th day of November, 1950, by Charles E. Banning and Myra G. Banning, his wife, and recorded in the office of the Register of Deeds of Douglas County, Kansas.

Recorded August 20, 1950 at 9:55 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 Charles E. Banning and Myra G. Banning, 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. 98, pages 502 to 504. 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 thirteenth day of November, 1950.
THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY
By: Howard J. Tobin, Vice President
Attest: H. G. Thiedt, Assistant Secretary

(Corp Seal)

Harold A. Beck Register of Deeds