

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, Mortgagee 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 Mortgagee 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 Mortgagees 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 mortgagor s have hereunto set their hand s the day and year first above written.

Daniel Rothwell Brune  
Daniel Rothwell Brune

Elizabeth Josephine Brune  
Elizabeth Josephine Brune

STATE OF KANSAS,

Douglas

County.

Be it remembered that on this 27th day of February A. D. 1951, before the undersigned, a notary public in and for the county and state aforesaid, duly com-

missioned and qualified, personally came

Daniel Rothwell Brune and Elizabeth Josephine Brune, his wife,

who are personally known to me to be the same person s who executed the foregoing instrument of writing as grantor s ; and such person s 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.



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

Recorded March 1, 1951 at 2:45 P.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 Daniel Rothwell Brune and Elizabeth Josephine Brune 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 Jefferson, State of Kansas, in Vol. 205 of Mortgages, on pages 535-536, and which mortgage was also recorded in the office of the Register of Deeds of Douglas County, Kansas, in Vol. 59, page 451.

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 21st day of March, 1958.

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY  
By Philip A. Robinson, Vice President  
Attest C. A. McFarlane, Asst. Secretary  
(Corp. Seal)

58  
February  
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J  
4/10/58  
C. A. McFarlane  
Deputy