

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 to the 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 be secured 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 mortgagor s have hereunto set their hand s the day and year first above written

Otis C. Heine

Mary Helen

Henry R. Heine

STATE OF KANSAS, } ss. Be it remembered that on this 4th day of
Douglas County. May A. D. 1951, before the undersigned,
a notary public in and for the county and state aforesaid, duly com-
missioned and qualified, personally came
Otis C. Heine and Mary Heine, his wife, and Henry R. Heine, a single man

who are personally known to me to be - - the same person ^s who executed the foregoing instrument of writing as grantor^s; 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

My commission expires July 17, 1966 Notary Public

This release
was written
on the original
mortgage

entered
the 8th day
of February
19 59

Thos. A. Beck
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 By Marie Wilson
 Deputy