

Mortgagor hereby assigns to mortgagee the rents and income arising at any and all times from the property, mortgaged to secure this note, and hereby authorizes mortgagee or its agent, at its option, upon default, to take charge of said property and collect all rents and income and apply the same on the payment of insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenable condition, or other charges or payments provided for in this mortgage or in the note hereby secured. This assignment of rents shall continue in force until the unpaid balance of said note is fully paid. It is also agreed that the taking of possession hereunder shall in no manner prevent or retard mortgagee in the collection of said sums by foreclosure or otherwise.

If there shall be any change in the ownership of the premises covered hereby without the consent of the mortgagee and the payment of the assumption fee as specified in the promissory note, the entire indebtedness shall become due and payable at the election of the mortgagee and foreclosure proceedings may be instituted thereon.

If said mortgagor shall cause to be paid to mortgagee the entire amount due it hereunder and under the terms and provisions of said note hereby secured, including future advances, and any extensions or renewals thereof, in accordance with the terms and provisions thereof, and comply with all the provisions in said note and in this mortgage contained, then these presents shall be void; otherwise to remain in full force and effect, and mortgagee shall be entitled to the immediate possession of all of said premises and may, at its option, declare the whole of said note due and payable and have foreclosure of this mortgage or take any other legal action to protect its rights, and from the date of such default all items of indebtedness hereunder shall draw interest at the rate of 10% per annum. Appraisal and all benefits of homestead and exemption laws are hereby waived.

WHENEVER USED, the singular shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

This mortgage shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

Russell W. Jones
Russell W. Jones

Diane Jones
Diane Jones

ACKNOWLEDGMENT

STATE OF KANSAS,

County of Douglas

Be it remembered, that on this 9th

day of January, A.D. 1961, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Russell W. Jones and Diane Jones, husband and wife,

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year above written.



LeRoy A. Wahaus
LeRoy A. Wahaus

Notary Public.

May 1

1962

This release was written on the original mortgage entered this 1st day of June 1961. Shirley A. Beck Reg. of Deeds Deputy

Recorded January 10, 1961 at 11:10 A. M.

SATISFACTION

The debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it of record.

ANCHOR SAVINGS ASSOCIATION,
By John C. Emick Vice-President.
Lawrence, Kansas, June 1, 1961

(Corp. Seal)

Reg. No. 16,464
Fee Paid \$5.00

75712

MORTGAGE BOOK 127 (NO. 52C) Boyles Legal Blanks-FORRE PRINTING CO.-Lawrence, Kansas

This Indenture, Made this 10th day of January 1961, between GARLAND GRAHAM and ESTHER GRAHAM, husband and wife,

of Douglas County, in the State of Kansas of the first part, and

O. H. GARBER and FLORENCE GARBER

of Douglas County, in the State of Kansas of the second part.

Witnesseth, That said parties of the first part, in consideration of the sum of TWO THOUSAND and no/100 DOLLARS the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said parties of the second part, their heirs and assigns, all the following REAL ESTATE situated in the County of Douglas and State of Kansas, to-wit:

Beginning at a point 24 feet East of the Southwest corner of the East half of the Southwest Quarter of Section 3, Township 13 South, Range 19 East, in Douglas County, Kansas; thence North parallel with West line of East half of said Southwest Quarter 1100 feet; thence East 396 feet; thence South 1100 feet to section line; thence West 396 feet to point of beginning, containing 10 acres.