

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 mortgage shall cease 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 foreclosing of this mortgage or take any other legal action to protect its rights, and from the date of such default all interest on the 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 herein.

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

**SEAL**  
Builder's Investment Company, Inc., by Rex D. Parsons  
Rex D. Parsons, President  
Marcia A. Parsons  
Marcia A. Parsons, Secretary-Treasurer

## ACKNOWLEDGMENT

STATE OF KANSAS,

County of DouglasBe it remembered, that on this 27thday of JANUARYA. D. 19 61

before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Rex D. Parsons, President, and Marcia A. Parsons, Secretary-Treasurer of Builder's Investment Company, Inc. who are personally known to me to be President and Secretary-Treasurer, respectively, of Builder's Investment Company, Inc., and 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, to be the voluntary act and deed of said Builder's Investment Company, Inc.

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

19 62

Recorded January 28, 1961 at 8:30 A.M.

Harold A. Beck

Register of Deeds

I, Lucille E. Allison, Clerk of the District Court, Douglas County Kan., do hereby certify that a judgment of foreclosure of the mortgage herein recorded was made by said District Court on the 7 day of Feb. 1961 and that the same is duly recorded in Journal 1 at page 116. Witness my hand this 13 day of May 1961.

Lucille E. Allison  
Lucille E. Allison, Clerk of District Court

ATTEST:

Harold A. Beck  
Harold A. Beck, Register of Deeds

Reg. No. 16,487

Fee Paid \$17.50

75861 BOOK 127

## MORTGAGE

310-2

Crane & Co., Inc., Stationers, Office Outfitters, Legal Blank, Topeka, Kansas  
(COPYRIGHT MATTER)

THIS INDENTURE, Made this eighteenth day of January, A. D. 19 61, between John W. Dobbins and Betty J. Dobbins, husband and wife

of Douglas County, in the State of Kansas, of the first part,  
and Douglas County State Bank, a corporation,  
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 Seven thousand

Seven thousand and no DOLLARS, the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said party of the second part, and its assigns, all the following-described real estate, situated in Douglas County and State of Kansas, to wit:

Beginning at the southeast corner of the northeast quarter of the northeast quarter of section 35 township 13 range 19; thence west 20 rods; thence north 32 rods; thence east 20 rods; thence south 32 rods to point of beginning, containing four (4) acres more or less.