

Mortgagor hereby assigns to mortgagee the rents and income arising from the property secured by this note, and hereby authorizes mortgagee or its assigns to collect all rents and income and apply the same on the property and collect all rents and income and apply the same on the repairs or improvements necessary to keep said property in tenable condition for in this mortgage or in the note hereby secured. This assignment shall be in full satisfaction of the balance of said note is fully paid. It is also agreed that the taking of said note by mortgagee in the collection of said sums by foreclosures or otherwise shall not be a breach of said note.

If there shall be any change in the ownership of the premises covered by this mortgage, the payment of the assumption fee as specified in the promissory note shall be the election of the mortgagee and foreclosure proceedings shall be taken by mortgagee.

If said mortgagor shall cause to be paid to mortgagee the entire balance of said note hereby secured, including future advances, and with the terms and provisions thereof, and comply with all the provisions then these presents shall be void; otherwise to remain in full force. Immediate possession of all of said premises and may, at its option, have foreclosure of this mortgage or take any other legal action to enforce all items of indebtedness hereunder shall draw interest at the rate of 10% per annum and exemption laws are hereby waived.

WHENEVER USED, the singular shall include the plural, the masculine shall include the feminine, and the plural shall include the singular.

This mortgage shall be binding upon the heirs, executors, administrators and assigns of the mortgagor.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand and seal.

ACKNOWLEDGMENT

STATE OF KANSAS,

County of Douglas

day of May

A. D. 1961

County and State aforesaid, came Ellis R. Hayden and

who are personally known to me to be the same persons who executed the foregoing instrument, and they acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal.

(SEAL)

My Commission expires

May 1

1962

Recorded May 8, 1961 at 3:10 P.M.

SATISFACTION

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

(Corp. Seal)

This release was written on the original mortgage this 15th day of May 1963

Handwritten: Handwritten Reg. of Deeds

Handwritten: By: James Beem Deputy

76792

MORTGAGE

This Indenture, Made this 2nd day of

between Joan M. Neibarger and Ruth E. Neibarger

Douglas

of Shawnee County, in the State of Kansas, of the first part, and COUNTERPART of Topeka, Kansas, of the second part;

WITNESSETH: That said first parties, in consideration of the loan made to them by second party, the receipt of which is hereby acknowledged, said second party, its successors and assigns, all of the following described property:

Douglas and State of Kansas, to-wit:

Lot Seven (7), in Block Seven (7), in Subdivision of Lawrence, Douglas