

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 of improvements necessary to keep said property in tenantable 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.

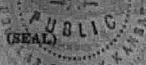
This instrument shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, said mortgagor has caused this instrument to be signed on its behalf by its President, thereunto duly authorized to do so, and to be attested by its Secretary, and has caused its common seal to be hereunto affixed, the day and year first above written.

Builders Investment Company, Inc. by Rex D. Parsons President
Attest: Marcia A. Parsons Secretary-Treasurer
ACKNOWLEDGMENT
STATE OF KANSAS,
County of Douglas } ss.

Be it remembered, that on this second day of June, A.D. 1961, 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 Builders Investment Company, Inc., who are personally known to me to be the President and Secretary-Treasurer, respectively, of the said Builders 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 the said Builders Investment Company, Inc.

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



My Commission expires May 1, 1962

Deroy M. Wahnau

Notary Public.

Recorded June 2, 1961 at 2:00 P.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 3 day of October 1962 and that the same is duly recorded in Journal 1 at page 43. Witness my hand this 22 day of May, 1963.

Lucille E. Allison, Clerk of District Court

ATTEST:

Harold A. Beck
Register of Deeds