

Mortgagee 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 mortgagee 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 20% 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 mortgagee has hereunto set his hand the day and year first above written.

*William F. Rutherford, Jr.*  
William F. Rutherford, Jr.  
Shirley K. Rutherford

## ACKNOWLEDGMENT

STATE OF KANSAS

County of Douglas

at

Be it remembered, that on this 16thday of JuneA.D. 19 61before me, the undersigned, a Notary Public in and for the County and State aforesaid, came William F. Rutherford, Jr. and Shirley K.Rutherford, 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.

(SEAL)

*Ruth M. Smyer*  
Ruth M. Smyer

Notary Public

My Commission expires May 2, 1964

Recorded June 16, 1961 at 3:00 P.M.

*Harold R. Beck*

Register of Deeds

## 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 Marshall Biggerstaff  
Vice-President.  
Lawrence, Kansas, February 23, 1971

(Corp. Seal)

This release was written on the original mortgage of this property and is being filed for record.

Reg. No. 16,843  
Fee Paid \$5.50

77217 BOOK 128

## MORTGAGE

(Rev. 2-28) The National Publishers, Publishers of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 15th day of June, 1961 between Edward G. Bond and Marie L. Bond, husband and wife

of Leecompton, in the County of Douglas and State of Kansas parties of the first part, and Frank Walter and Sara Walter, his wife and Richard Walter and Alta Walter, his wife parties of the second part.

Witnesseth, that the said part 1st of the first part, in consideration of the sum of Two Thousand Two Hundred Fifty DOLLARS to them duly paid, the receipt of which is hereby acknowledged, he is sold, and by this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part 1st of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit: