

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 foreclosures 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.

*Robert L. Elder*

Robert L. Elder

*Johnny B. Ezell*

Johnny B. Ezell

*Michael L. Jamison*

Michael L. Jamison

STATE OF KANSAS

County of Douglas

ACKNOWLEDGMENT

*Wilma J. Elder*

Wilma J. Elder

*Nancy J. Elder*

Nancy J. Elder

*Virginia F. Jamison*

Virginia F. Jamison

Be it remembered, that on this 3rd

day of July, A.D. 1961, before me, the undersigned, a Notary Public in and for the

County and State aforesaid, came Robert L. Elder and Wilma J. Elder, his wife, Johnny

B. Ezell and Nancy J. Ezell, his wife, and Michael L. Jamison and Virginia

Jamison, his 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.



*Robert L. Elder*

ROBERT L. ELDER

Notary Public.

Recorded July 5, 1961 at 1:55 P.M.

*Harold A. Beck*

Register of Deeds

Reg. No. 16,887

Fee Paid \$5.25

77415

BOOK 128

MORTGAGE

THIS INDENTURE, Made this 5th day of July, 1961 between

Clarence Knapp and Garnett Knapp, husband and wife

of Lawrence, in the County of Douglas and State of Kansas part 105 of the first part, and

of THE LAWRENCE BUILDING AND LOAN ASSOCIATION of Lawrence, Kansas, party of the Second Part,

WITNESSETH, that the said part 105 of the first part, in consideration of the loan of the sum of

Twenty-One Hundred and no/100 DOLLARS

to them duly paid, the receipt of which is hereby acknowledged, have sold and by this Indenture do GRANT,

BARGAIN, SELL and MORTGAGE to the said party of the second part, its successors and assigns, the following described real estate situated in the County of

Douglas and State of Kansas, to-wit:

Lot No. Five (5) in Block No. Fifteen (15)  
in University Place, an Addition to the  
City of Lawrence.