

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 authorize 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 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.

Larry L. Dillon
Larry L. Dillon
Sharon G. Dillon
Sharon G. Dillon

ACKNOWLEDGMENT

STATE OF KANSAS,

County of Douglas

ss.

Be it remembered, that on this 29th

day of January

A. D. 19 64

, before me, the undersigned, a Notary Public in and for the

County and State aforesaid, came Larry L. Dillon and Sharon G. Dillon, 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.



LeRoy A. Wahaus
LeRoy A. Wahaus Notary Public.

My Commission expires May 1, 1966

Dollar Mortgage

(42C)

3M-9-54 - Lane Printing Company, Kansas City, Kansas

REAL ESTATE MORTGAGE

86813 BOOK 136

THIS INDENTURE, Made this 28 day of January in the year of our Lord one thousand nine hundred, Sixty Four, between John E. West and Fleeda I. West, his wife

, in the County of Douglas and State of Kansas, of the first part, and The Farmers Bank

WITNESSETH, That the said parties, of the first part, in consideration of the sum of ONE DOLLAR AND SUCH FUTURE

ADVANCEMENTS MADE FROM TIME TO TIME TO PARTIES OF THE FIRST PART, to them duly paid, the receipt of

which is hereby acknowledged, ha VE sold and by these presents do grant, bargain, sell and mortgage to the said second

party, its successors, and assigns, forever, all that tract or parcel of land situated in the County of Douglas

and State of Kansas, described as follows, to-wit:

Commencing at a point 40 ft. East of the Southwest corner of Lot "S" on High Street; thence East 20 feet thence North 104 feet; thence East 12 feet; thence North 36 feet; thence West 12 feet; thence South 24 feet; thence West 20 feet; thence South 116 feet to the place of beginning, being parts of Lots "S" and "T" on High Street in the City of Baldwin City, Douglas County, Kansas