8. The Mortgagor hereby assigns to the Mortgagee, all rents and income arising at any and all times from the property mortgaged and hereby authorize the said Mortgagee, at its option, to enter into the possession of and take charge of said property, to collect and receive all rents and incomes therefrom, and apply the same on the interest and principal payments due antable condition, or to other charges provided for in said note or this mortgage, provided said mortgagor is in default under the and this mortgage is fully paid. The taking possession of said property by said mortgages shall in no manner prevent or retard said Mortgagee in the collection of said indebtedness or in the enforcement of its rights by foreclosure or otherwise. 36

9. It is agreed and understood that in the event of a default by Mortgagor in any one or more of the conditions, provisions or agreements of said note or of this mortgage, said Mortgager may, at its option, and without notice, declare the whole amount of the indebtedness under said note of the indebtedness shall draw interest at the rate of ten per cent per annum from the beginning of said default until paid.

10. The failure of said Mortgagee to assert any of its rights under said note or this mortgage, at any time, shall not be construed as a waiver of its rights to assert the same at a later time, and to insist upon and enforce strict compliance with all the terms and provisions of said note or of this mortgage. Notice of the exercise of any option granted herein to said Mortgagee

11. The mortgagor further agrees that the obligation secured by this mortgage has been in part advanced by mortgage relying upon the financial responsibility of mortgagor. In the event the real estate covered by this mortgage is conveyed by the right at its option and for any reason it deems to be sufficient, to determine this to be an act of default under the the terms of this mortgage and to declare the whole amount of the remaining obligation secured by this mortgage immediately due and payable, and mortgage may foreclose this mortgage in such event.

12. The mortgager may correctors this mortgage in such event. 12. The mortgager further agrees that in the event the real estate covered by this mortgage is conveyed to any person or corporation who assumes and agrees to pay the obligation secured by this mortgage and mortgage does not elect to accelercharge the assuming grantee a transfer fee of \$25.00. The failure to pay such transfer fee shall constitute a default of this mortgage and mortgage may at its option declare the whole amount of the indebtedness secured by this mortgage immediately due and payable and forcelose this mortgage in such event.

13. IT IS AGREED THAT the sums received by Mortgagor as evidenced by said promissory note secured by this mortgage, were used by Mortgagor for the payment of all or a portion of the purchase price of the above described mortgaged premises, and that this mortgage is, therefore, a purchase money mortgage under the laws of the State of Kansas.

IN WITNESS WHEREOF, the Mortgagor has executed and delivered this mortgage the day and year first above written.

STATE OF KANSAS, COUNTY OF XXII AND AND XX DOUGLAS Be it Remembered that on the 12th day of October , 1966, before me, the undersigned, a Notary Public in and for the County and State aforesaid came

Raymond E. Dennis and Ruth E. Dennis, husband and wife

who are personally known to me to be the same person S who executed the within mortgage and such person S duly acknowledged the execution of the same.

IN WIGNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

PUDLIC My commission expires: August 23, 1970

Lorraine G. Bodin Notary Public

SATISFACTION AND RELEASE

The debts secured by this mortgage having been paid in full, the Register of Deeds is hereby authorized to release the same Dated at Topeka, Kansas, this

AMERICAN SAVINGS ASSOCIATION OF TOPEKA

day of October

STATE OF KANSAS, COUNTY OF SHAWNEE This instrument was filed for record on the 12th day of October 1964

at 2:36 o'clock P. M., and duly recorded in Book

REGISTRATION FEE Amount of indebtedness \$2/750.50 Registration Fee \$54.35 i Registration Fee Said registration fee is paid this 12 Th umber_1,564

Register of Deeds

Recorded October 12, 1966 at 2:36 P.M.

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