

14545

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 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 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.

X Thomas James Pearce
Thomas James Pearce
X Jane B. Pearce
Jane B. Pearce

ACKNOWLEDGMENT

STATE OF KANSAS,

County of Douglas

Be it remembered, that on this 18th

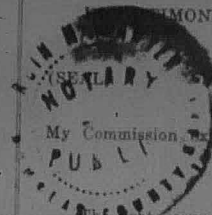
day of July

A.D. 1967

before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Thomas James Pearce and Jane B. Pearce, 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 WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the day and year above written.



Ruth M. Sawyer

Notary Public.

My Commission Expires

May 5,

1968

SATISFACTION

Recorded July 19, 1967 at 9:35 A.M.

James Beem

Register of Deeds

Reg. No. 2,157

Fee Paid \$65.00

PURCHASE MONEY

DR 3779

MORTGAGE

BOOK 147

THIS AGREEMENT, is made and entered into this 18th day of July, 1967, by and between JIM V. YOWELL and CARLENE L. YOWELL, his wife

of Douglas

County, State of Kansas, referred to hereinafter as Mortgagor, and American Savings Association of Topeka, a corporation, organized and existing under and by virtue of the laws of the State of Kansas, referred to hereinafter as Mortgagee;

WITNESSETH THAT:

The Mortgagor for and in consideration of the sum of TWENTY SIX THOUSAND and NO/100 Dollars (\$26,000.00), the receipt of which is hereby acknowledged, do by these presents, mortgage and warrant unto the mortgagee, its successors and assigns, the following described real estate located in the County of Douglas and State of Kansas, to-wit:

Lot 53 Country Club North, an addition to the City of Lawrence, Douglas County, Kansas.

Together with all heating, lighting and plumbing equipment and fixtures, including stoves and burners, screens, awnings, storm windows and doors, window shades or blinds, used on or in connection with any improvements located upon the above described real estate, whether the same are now located on said real estate or hereafter placed thereon.

TO HAVE AND TO HOLD THE SAME, together with all and singular, the tenements, hereditaments and appurtenances thereunto belonging or in any way appertaining forever, and warrant the title to the same.

The mortgagor warrants that at the delivery of this mortgage, the mortgagor is the lawful owner of the entire interest in and to the above described premises and that the mortgagor is the owner of an indefeasible estate of inheritance therein, free and clear of any and all liens or encumbrances except those of record.

The mortgagor further warrants and agrees to defend the title thereto against the claims and demands of all persons.

It is agreed that this mortgage is given to secure the payment of TWENTY SIX THOUSAND and NO/100 Dollars (\$26,000.00), with interest thereon at the rate of six per cent per annum (6 %), together with such charges and advances as may be due and payable to said mortgagee under the terms and conditions of a certain promissory note of even date herewith and secured hereby, executed by said Mortgagor to said Mortgagee payable as expressed in said note, and to secure the performance of all the terms and conditions contained therein. The terms of said note are hereby incorporated in this mortgage by reference. It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor by said mortgagee and any and all indebtedness in addition to the amount above stated which said mortgagor or any of them may owe to said mortgagee, however evidenced, whether by note or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns until all amounts secured hereunder including future advances are paid in full with interest thereon.