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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 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.

*Charles E. Merchant*  
Charles E. Merchant

X *George E. Merchant*  
George E. Merchant

*Elva M. Merchant*  
Elva M. Merchant

X *Mabel L. Merchant*  
Mabel L. Merchant

## ACKNOWLEDGMENT

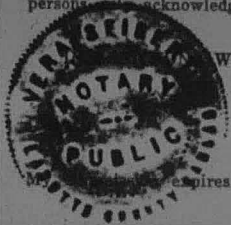
STATE OF KANSAS,

County of Labette ss.Be it remembered, that on this 2ndday of August, A.D. 19 67

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

County and State aforesaid, came George E. Merchant and Mabel L. Merchant, husbandand wife,

who are personally known to me to be the same persons who executed the within instrument of writing, and such persons acknowledged the execution of the same.



WHEREOF, I have hereunto set my hand and Notarial Seal the day and year above written.

*Vera Seibert*  
Vera Seibert

Notary Public.

May 13,

19 70

## CATION

State of Kansas ss.County, Labette ss.Be It Remembered, That on this 2nd day of August, A.D. 19 67before me, Anaretta Wright, a Notary Publicin and for said County and State, came Charles E. Merchantand Elva M. Merchant, husband and wife,

to me personally known to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.

WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires June 1719 68

*Anaretta Wright*  
Anaretta Wright

Notary Public

Recorded August 7, 1967 at 9:26 A.M.

*James Beem*  
James Beem Register of Deeds