

In the event of foreclosure of this mortgage, mortgagee shall be entitled to have a receiver appointed by the court to take possession and control of the premises described herein and collect the rents, issues and profits thereof; the amounts so collected by such receiver to be applied under the direction of the court to the payment of any judgment rendered or amount found due under this mortgage.

In the event mortgagor defaults with respect to any covenant or condition hereof, then, at the option of mortgagee, the indebtedness secured hereby shall forthwith become due and payable and bear interest at the rate of six per cent per annum and this mortgage shall become subject to foreclosure: Provided, however, mortgagee may at its option and without notice annul any such acceleration but no such annulment shall affect any subsequent breach of the covenants and conditions hereof.

Mortgagor hereby waives notice of election to declare the whole debt due as herein provided, and also the benefit of all stay, valuation, homestead and appraisal laws.

The covenants and agreements herein contained shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, mortgagor has hereunto set his hand and seal the day and year first above written.

*Charles A. Walter*  
Charles A. Walter

*Ella Walter*  
Ella Walter

STATE OF KANSAS

SS

COUNTY OF DOUGLAS

Before me, the undersigned, a Notary Public, in and for said County and State, on this 12th day of SEPTEMBER, 1967, personally appeared

CHARLES A. WALTER and ELLA WALTER, husband and wife,

to me personally known and known to me to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.



Witness my hand and official seal the day and year last above written.

Commission Expires: April 21, 1968

*John Rosenbaum*  
John Rosenbaum, Notary Public

Recorded September 13, 1967 at 10:47 A.M.

*James Beam* Register of Deeds  
By *Blue Neustytn* Deputy

Reg. No. 2,336  
Fee Paid \$47.50

# MORTGAGE

10158

BOOK 147  
DE 3941

THIS AGREEMENT, is made and entered into this 7th day of September, 1967, by and between W. C. PENNINGTON and LUANNA PENNINGTON, his wife

of Shawnee 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 NINETEEN THOUSAND and NO/100----- Dollars (\$19,000.00), 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 Thirty-three (33) in Block Ten (10), in Indian Hills No. Two and Replat of Block Four (4) Indian Hills, an Addition to the City of Lawrence, Douglas County, Kansas.

Together with all heating, lighting and plumbing equipment and fixtures, including stokers 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 anyway 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