

363<sup>3</sup>

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 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.

X Peter W. Frevert  
Peter W. Frevert  
X Anna Marie Frevert  
Anna Marie Frevert

#### ACKNOWLEDGMENT

STATE OF KANSAS,

County of Douglas

ss.

Be it remembered, that on this third

day of November, A.D. 1967, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Peter W. Frevert and Anna Marie Frevert, 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  
Ruth M. Sawyer Notary Public.

May 5, 1968

#### SATISFACTION

Recorded November 6, 1967 at 10:06 A.M.

Janeie Beam Register of Deeds

Reg. No. 2,512  
Fee Paid \$12.00

MORTGAGE BOOK 148

11142

(NO. 52C)

This Indenture, Made this 3rd day of November 1967, between

Billy R. Detherage and Doris M. Detherage, husband and wife,

of Douglas County, in the State of Kansas of the first part, and

Beryl Ann Zeller  
of Douglas County, in the State of Kansas of the second part:

Witnesseth, That said parties of the first part, in consideration of the sum of Four Thousand Eight Hundred and no/100 DOLLARS the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, her heirs and assigns, all the following REAL ESTATE situated in the County of Douglas and State of Kansas, to-wit:

The South 990 feet of the East Half of the Northwest Quarter of Section Thirty-six (36), less the West Half of the South 30 acres of the East Half of the Northwest Quarter of Section Thirty-six (36), all in Township Twelve (12), Range Eighteen (18), East of the Sixth Principal Meridian, in Douglas County, Kansas.