

301

J. All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to become due, under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal, and it is the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree; and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder, together with the right in case of default, either before or after foreclosure sale, to enter upon and take possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits, regardless of when earned, and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, purchase adequate fire and extended coverage and other forms of insurance, as may be deemed advisable, and in general exercise all powers ordinarily incident to absolute ownership; advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind, including attorney's fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness in personam therefor or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, in its sole discretion, feels that all indebtedness secured hereby is paid in full or until the delivery of a Master's Deed of Special Commissioner's Deed pursuant to a decree of foreclosure the lien hereof, but if no deed be issued, then until the expiration of the statutory period during which it may be issued, Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

K. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 31st day

of May, A.D. 1968
✓ Eugene C. Bovee (SEAL) ✓ Elizabeth A. Bovee (SEAL)
Eugene C. Bovee Elizabeth A. Bovee
(SEAL) (SEAL)

State of CALIFORNIA
County of LOS ANGELES } SS

I, BARBARA ANNE MILLER, a Notary Public in and for said County, in the State aforesaid,

DO HEREBY CERTIFY that Eugene C. Bovee and Elizabeth A. Bovee, husband and wife

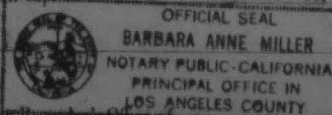
personally known to me to be the same person or persons whose name or names is or are subscribed to the foregoing

Instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered

the said Instrument as a free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 31st day of MAY, A.D. 1968

My Commission expires My Commission Expires Jan. 20, 1970



Barbara Anne Miller
Notary Public

Recorded June 5, 1968 at 10:43 A.M.

County, State of California Register of Deeds

MORTGAGE—Savings and Loan Form

13329

BOOK 150

MORTGAGE

This Indenture, Made this third day of June, A. D., 1968 LOAN NO. 470626

by and between Damon W. Mountford and Helen H. Mountford, husband and wife,

of Douglas County, Kansas, Mortgagor, and ANCHOR SAVINGS ASSOCIATION, a corporation organized and existing under the laws of Kansas, Mortgagee;

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Nineteen Thousand and No/100

----- DOLLARS, the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, all the following described real estate, situated in the County of Douglas State of Kansas, to-wit: Beginning at a point on the North line of Lot E in Block 1 in UNIVERSITY PLACE, an addition to the City of Lawrence, 139 1/2 feet West of the Northeast corner of said Lot E; thence West along the North line of said Lot E, 142 1/2 feet; thence North 100 feet; thence East 142 1/2 feet parallel to aforesaid North line of Lot E; thence South 100 feet to place of beginning, being in the Northeast Quarter of Section 1, Township 13, Range 19 and in the City of Lawrence, less that part thereof lying in Indiana Street produced North from University Place, as described in Deed Book 120, page 186, (said Indiana Street was formerly Conklin Street), in Douglas County, Kansas.

Reg. No.
2,997
Fee Paid
\$47.50