

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.

*Anthony Polacca*  
Anthony Polacca  
*Ellen M. Polacca*  
Ellen M. Polacca

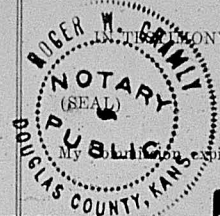
## ACKNOWLEDGMENT

STATE OF KANSAS,

County of Douglas } ss.Be it remembered, that on this 10th

day of January, A.D. 1969, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Anthony Polacca and Ellen M. Polacca, 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.

*Roger W. Gramly*  
Roger W. Gramly Notary Public.

My Comm. Expires March 4, 1972

Recorded January 13, 1969 at 2:33 P.M.

*Janice Beam* Register of Deeds

Reg. No. 3,611  
Fee Paid \$17.50

## KANSAS REAL ESTATE MORTGAGE

15906 BOOK 152

THIS MORTGAGE, made on January 14, 1969, between Wayne Francis Unfred & Loretta June Unfred, (Husband & Wife) of the County of Douglas in the State of Kansas, hereinafter referred to as Mortgagors, and Commerce Acceptance of Lawrence, Inc. of Kansas, hereinafter referred to as Mortgagee.

WITNESSETH, that Mortgagors, in consideration of the sum of TEN DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby mortgage and warrant to Mortgagee, its successors and assigns, all of the following described property situated in the County of Douglas and State of Kansas, to-wit:

The North Half of Lot One (1), and the North Half of Lot Two (2), less the West 50 feet of said North Half of Lot Two (2), all in Addition No. Five (5), in that part of the City of Lawrence, Known as North Lawrence, in Douglas County, Kansas.

This mortgage is given to secure payment of a promissory note of which the following is a true copy:

(Each copy of promissory note)