

8. The Mortgagor hereby assigns to the Mortgagee, all rents and income arising at any and all times from the property mortgaged and hereby authorizes the said Mortgagee, at its option, to enter into the possession of and take charge of said property, to collect and receive all rents and incomes therefrom, and apply the same on the interest and principal payments due hereunder, including insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in ten-antable condition, or to other charges provided for in said note or this mortgage, provided said mortgagor is in default under the terms of said note or this mortgage. This rent assignment shall continue in force until all indebtedness represented by said note and this mortgage is fully paid. The taking possession of said property by said mortgagee shall in no manner prevent or retard said Mortgagee in the collection of said indebtedness or in the enforcement of its rights by foreclosure or otherwise.

9. It is agreed and understood that in the event of a default by Mortgagor in any one or more of the conditions, provisions or agreements of said note or of this mortgage, said Mortgagee may, at its option, and without notice, declare the whole amount of the indebtedness under said note and this mortgage to be immediately due and payable, and foreclose this mortgage. In case of any such default, the balance of the indebtedness shall draw interest at the rate of ten per cent per annum from the beginning of said default until paid.

10. The failure of said Mortgagee to assert any of its rights under said note or this mortgage, at any time, shall not be construed as a waiver of its rights to assert the same at a later time, and to insist upon and enforce strict compliance with all the terms and provisions of said note or of this mortgage. Notice of the exercise of any option granted herein to said Mortgagee shall not be required.

11. The mortgagor further agrees that the obligation secured by this mortgage has been in part advanced by mortgagee relying upon the financial responsibility of mortgagor. In the event the real estate covered by this mortgage is conveyed by the mortgagor to any person or corporation before the obligation secured by this mortgage has been paid, the mortgagee shall have the right at its option and for any reason it deems to be sufficient, to determine this to be an act of default under the terms of this mortgage, and to declare the whole amount of the remaining obligation secured by this mortgage immediately due and payable, and mortgagee may foreclose this mortgage in such event.

12. The mortgagor further agrees that in the event the real estate covered by this mortgage is conveyed to any person or corporation who assumes and agrees to pay the obligation secured by this mortgage and mortgagee does not elect to accelerate the balance of the remaining obligation secured by this mortgage as specified under paragraph 11 above, mortgagee may charge the assuming grantee a reasonable transfer fee to be determined by the mortgagee, which fee shall not, in any event, exceed one percent of the then current unpaid principal amount of the indebtedness. The failure to pay such transfer fee shall constitute a default of this mortgage and mortgagee may at its option declare the whole amount of the indebtedness secured by this mortgage immediately due and payable and foreclose this mortgage in such event.

13. IT IS AGREED THAT the sums received by Mortgagor as evidenced by said promissory note secured by this mortgage, were used by Mortgagor for the payment of all or a portion of the purchase price of the above described mortgaged premises, and that this mortgage is, therefore, a purchase money mortgage under the laws of the State of Kansas.

IN WITNESS WHEREOF, the Mortgagor has executed and delivered this mortgage the day and year first above written.

*Jonathan D. Powers*  
Jonathan D. Powers  
Shirley Powers  
Mortgagor

STATE OF KANSAS,  
COUNTY OF ~~SHAWNEE~~ DOUGLAS

Be it Remembered that on the 10th day of March, 19 69, before me, the undersigned, a Notary Public in and for the County and State aforesaid came Jonathan D. Powers and Shirley Powers, his wife

who are personally known to me to be the same persons who executed the within mortgage and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year first above written.

NOTARY  
PUBLIC  
My commission expires  
August 23, 1970

*Lorraine G. Bodin*  
Lorraine G. Bodin  
Notary Public

Recorded March 17, 1969 at 11:42 A. M.

*Janice Deem* Register of Deeds

16167 BOOK 153

STATE OF KANSAS, Johnson COUNTY, SS.

KNOW ALL MEN BY THESE PRESENTS, That I, Jess W. Johnson Jr., Vice Pres. & Cashier of the County and State aforesaid, do hereby certify, that a certain indenture of Mortgage dated March 2, 1968, made and executed by Harry Everley and Freeds Everley, husband and wife, of the first part, to De Soto State Bank, De Soto, Kansas of the second part, and recorded in the office of the Register of Deeds of Douglas County, in the State of Kansas, in volume 142, page 387, on the 8th day of March, 19 68 is as to the South half of Lot 9 and All of Lot 10, Block 64, in the City of De Soto, Douglas County, Kansas.

in Douglas County, Kansas, FULLY PAID, SATISFIED, RELEASED, DISCHARGED. This release is given on the express terms and condition that it shall in no wise affect the lien of the above mentioned mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described.

Witness my hand this 14th day of March, 19 69

*Jess W. Johnson*  
Jess W. Johnson  
De Soto State Bank, De Soto, Kansas  
Vice Pres. & Cashier