

9. Together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the borrower will pay to the credit union until the said note is fully paid:

- (a) The sum equal to the taxes and any special assessments next due on the premises covered by this mortgage, plus the premium that will next become due and payable on the policies of fire and other hazard insurance on the premises covered hereby (all as estimated by the credit union, and of which the borrower is notified), less all sums already paid therefor, divided by the number of months to elapse before one month prior to the date when such insurance premiums, taxes and assessments will become delinquent, such sums to be held by the credit union in trust to pay said insurance premiums, taxes and special assessments, before the same become delinquent.
- (b) The aggregate of the amounts payable pursuant to sub-paragraph (a) and those payable on the note secured hereby shall be paid in a single payment each month, to be applied to the following items in the order stated:
 - (1) Taxes, assessments, fire and other hazard insurance premiums;
 - (2) Interest on the note secured hereby; and
 - (3) Amortization of the principal of said note.

Any deficiency in the amount of such aggregate monthly payments shall, unless made good by the borrower prior to the due date of the next such payment, constitute an event of default under this mortgage. The credit union may collect a "late charge" not to exceed an amount equal to 4% of any installment which is not paid within fifteen (15) days from the due date hereof, but in no event shall this or other provisions be construed so as to authorize collection of any sum in excess of that permitted by law.

10. If the total of the payments made by the borrower under (a) of paragraph 9 above shall exceed the amount of payments actually made by the credit union for taxes and assessments or insurance premiums, as the case may be, such excess shall be credited on subsequent payments to be made by the borrower for such items. If, however, such monthly payments shall not be sufficient to pay such items when the same shall become due and payable, then the borrower shall pay to the credit union any amount necessary to make up the deficiency within thirty (30) days after written notice from the credit union stating the amount of the deficiency, which notice may be given by mail. If at any time the borrower shall tender to the credit union, in accordance with the provisions of the note secured hereby full payment of the entire indebtedness represented thereby, the credit union in computing the amount of such indebtedness shall credit to the account of the borrower any credit balance remaining in the provisions of (a) of paragraph 9 above. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby, or if the credit union acquires the property otherwise after default, the credit union shall apply, at the time the property is otherwise acquired, any credit balance accumulated under (a) of paragraph 9 above on the interest accrued and unpaid and the balance of the principal then remaining unpaid on said note.

11. The borrower will pay all taxes, assessments and all other governmental or municipal charges, fines or impositions levied upon said premises except when the payment for all such items has heretofore been paid under (a) of paragraph 9 above hereof, and he will promptly deliver the receipts therefor to the credit union. In default thereof, the credit union may pay the same.

12. In the event a proceeding is brought in eminent domain against any of the above described mortgaged property the Borrower hereby assigns and sets over to the Credit Union all proceeds to be applied as provided herein.

13. Notice of the exercise of any option granted herein to the Credit Union is not required to be given and no failure of the Credit Union to exercise any option to declare matured the debt hereby secured, nor in fact any option hereunder, shall be deemed a waiver of the right to exercise such option at any other time, as to any present, past, or future default hereunder. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Borrower has hereunto set their hand the day and year first written above.

STATE OF KANSAS

COUNTY OF

Douglas

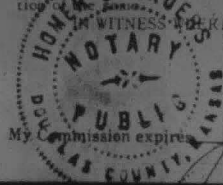
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BE IT REMEMBERED that on this 10 day of July, 1969, before me the undersigned, a

Notary Public in and for said county and state, personally appeared Carol Borg Chittenden

who is personally known to me to be the same person(s) who executed the foregoing instrument, and duly acknowledged the execution thereof.

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



X W. Leroy Chittenden
W. Leroy Chittenden

X Carol Borg Chittenden
Carol Borg Chittenden

W. LEROY CHITTENDEN and

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Recorded July 14, 1969 at 9:30 A.M.

James Beem Register of Deeds

ASSIGNMENT OF MORTGAGE—By Corporation

C-366-4

17802

Hall Litho. Co., Topeka

Know all Men by these Presents:

BOOK 154 -

That The Prudential Investment Company, a corporation organized

under the laws of Kansas of Shawnee County, in the State of Kansas, in consideration

of the sum of Twenty-three Thousand Two Hundred Fifty and no Dollars,

to it in hand paid, the receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and

CONVEY unto Shawnee Federal Savings and Loan Association its

successors and assigns, one certain mortgage, dated the 14th day of May, 1969, executed by

Albert O. Smith and Margaret A. Smith, his wife to said corporation, upon the following described property, to wit:

Lot Six (6), in Block Ten (10), in Indian Hills No. 2 & Replat of Block Four (4) Indian

Hills, an Addition to the City of Lawrence, Douglas County, Kansas.

given to secure the payment of \$ 23,250.00 and the interest thereon, and duly filed for record in the office of the

Register of Deeds of Douglas County, Kansas, and recorded in Book 153, on page 399,

together with the note, debt and claim secured by said mortgage, and the covenants contained in said mortgage.

IN WITNESS WHEREOF, said corporation has caused these presents to be signed by its Vice President

and its corporate seal to be hereunto affixed, this 9th day of July, 1969.

Attest: James W. Shaw Secretary

James W. Shaw Secretary

By M. C. Morse Vice President

M. C. Morse Vice President

M. C. Morse Vice President