

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 authorizes 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 tenable 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.

James E. Williams

Evelyn L. Williams

ACKNOWLEDGMENT

STATE OF KANSAS,

County of Douglas

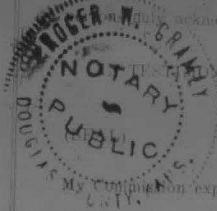
day of July

Be it remembered, that on this 17th

A.D. 1969

before me, the undersigned, a Notary Public in and for the County and State aforesaid, came James E. Williams, Evelyn L. Williams, husband and wife,

who are personally known to me to be the same persons who executed the within instrument of writing, and such who acknowledged the execution of the same.



IN WITNESS WHEREOF, I have hereunto set my hand and Notary Seal the day and year above written.

My commission expires March 4, 1972.

Roger W. Gramly

Notary Public

Recorded July 22, 1969 at 9:41 A.M.

James Beam Register of Deeds

Reg. No. 4,023
Fee Paid \$36.25

Mortgage

17885

Loan No. 40-2937

THE UNDERSIGNED

Howard Z. Smith and Fredonia L. Smith, husband and wife

of Lawrence

County of Douglas

State of Kansas

hereinafter referred to as the Mortgagor, do hereby mortgage and warrant to

LAWRENCE SAVINGS ASSOCIATION

a corporation organized and existing under the laws of

THE STATE OF KANSAS

hereinafter referred to as the Mortgagee, the following real estate

in the County of

Douglas

in the State of Kansas

to-wit:

Lot Seven (7), in Block "B", in Lawrence Heights, an Addition to the City of Lawrence, in Douglas County, Kansas.