

RENT ASSIGNMENT:

Including all rents, issues and profits thereof, provided however that the mortgagors shall be entitled to collect and retain the rents, issues and profits until default hereunder.

with the appurtenances and all the estate, title and interest of the said parties of the first part therein.

And the said part 100 of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and are of a good and indefeasible estate of inheritance therein, free and clear of all mortgages, except the said mortgage in original amount of \$112,200 dated Feb. 20, 1969 in favor of the above mortgagee and recorded on page 193 of the records of Register of Deeds, Douglas Co., Kansas, and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part 100 of the first part shall at all times during the life of the mortgage pay all taxes and assessments that may be levied or assessed against said real estate when the same becomes due and payable and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part 100 of the second part, the loss, if any, made payable to the part 100 of the second part to the extent of the interest. And in the event that said part 100 of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the part 100 of the second part may pay said taxes and assessments, or either, and the amount so paid shall become a part of the indebtedness secured by this mortgage, and shall bear interest at the rate of 10% from the date of payment and shall be repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of

SIXTEEN HUNDRED & NO/100

DOLLARS

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 13th

day of August 1971 and by the said part 100 of the second part to the part 100 of the first part.

And the said part 100 of the second part shall at all times during the life of the mortgage pay all taxes and assessments that may be levied or assessed against said real estate when the same becomes due and payable and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part 100 of the second part, the loss, if any, made payable to the part 100 of the second part to the extent of the interest.

And in the event that said part 100 of the second part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the part 100 of the first part may pay said taxes and assessments, or either, and the amount so paid shall become a part of the indebtedness secured by this mortgage, and shall bear interest at the rate of 10% from the date of payment and shall be repaid.

And this conveyance shall be void if such payments be made as herein provided, and the obligation secured thereby is discharged.

If default be made in such payments or any part thereof or any obligation secured thereby, or interest thereon, or if the taxes or assessments are not paid when the same become due and payable, or if the mortgage is not kept up as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if default is committed in any of the provisions of this mortgage, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the recovery of which the mortgage is given, shall immediately mature and become due and payable at the option of the lender, without notice, and it shall be lawful for

the said part 100 of the second part its agents or assigns, to take possession of the said premises and all the buildings thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing thereon, and to sell the premises hereby granted, or any part thereof, in the manner provided by law, and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any, shall be paid by the part 100 of the second part to the part 100 of the first part.

It is agreed by the parties hereto that the terms and provisions of this mortgage and each and every obligation secured thereby, and all benefits accruing therefrom shall extend and have to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

In Witness Whereof, the part 100 of the first part by the said mortgagee and their heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

STATE OF KANSAS

Douglas

COUNTY

BE IT REMEMBERED, That on this 13th day of August A. D. 19 71

before me, a Notary Public in the aforesaid County and State,

came William C. Schroyer and Sybil M. Schroyer,

his wife

to me personally known to be the same person as who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last above written.

My Commission Expires April 18th 19 70

Howard Wiseman Notary Public

Recorded August 14, 1969 at 1:50 P.M.

Yancey Beam Register of Deeds

RELEASE

I the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 16th day of August 1971

(Corp. Seal)

Lawrence National Bank & Trust Company

Lawrence, Kansas.

Attest:

William A. Lebert Asst. Vice-Pres.

Howard Wiseman Vice-Pres.

Mortgagee. Owner.

This release was written of the original mortgage

entered this 17th day of August 19 71

Yancey Beam Reg. of Deeds

Deputy