

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.

X Julius J. Johns
Julius J. Johns
X Mildred M. Johns
Mildred M. Johns

ACKNOWLEDGMENT

STATE OF KANSAS,
County of Douglas

ss.

Be it remembered, that on this 27th

day of March, A.D. 1970, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Julius J. Johns and Mildred M. Johns husband and wife

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

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



Marshall Biggerstaff
Marshall Biggerstaff Notary Public.

My Comm. Expires February 10, 1973.

Recorded March 30, 1970 at 2:23 P.M.

Gasie Bean Register of Deeds

ASSIGNMENT OF MORTGAGE—By Corporation BOOK 156
C-366-4

Hall Litho. Co., Topeka

Know all Men by these Presents:

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 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 17th day of November, 1969, executed by Roy M. Halverstadt and Barbara S. Halverstadt, his wife That part of the East Half less the South 990 feet thereof in the Northwest Quarter of Section 36, Township 12 South, Range 18 East, described as follows: Commencing at a point on the North line of the South 990 feet of said East Half, which point is 1650 feet, more or less, South and 625 feet East of the Northwest corner of the East Half of said Quarter Section; thence East 695 feet, more or less, to the East line of said Northwest Quarter; thence North along said East line 320 feet; thence West 695 feet; thence South 320 feet to the point of beginning; in Douglas County, Kansas.

given to secure the payment of \$ 23,000.00 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 155 on page 292 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 28th day of March, 1970

Attest [Signature]
TOPEKA, KANSAS
Secretary

The Prudential Investment Company
By M. C. Morse Vice President