

8. The Mortgagor hereby assigns to the Mortgagee, all rents and income arising at any and all times from the property mortgaged and hereby authorize 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 tenable 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 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.

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

*Dwight Perry*  
Dwight Perry

*Barbara Joan Perry*  
Barbara Joan Perry

Mortgagor

STATE OF KANSAS,

COUNTY OF ~~SHAWNEE~~  
DOUGLAS

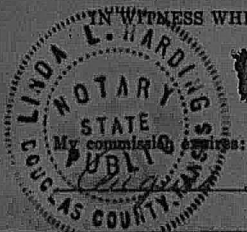
Be it Remembered that on the 21st day of July, 19 70

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

Dwight Perry and Barbara Joan Perry, his wife

who are personally known to me to be the same person s who executed the within mortgage and such person s 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.



*Linda L. Harding*  
Linda L. Harding

Notary Public

Recorded July 24, 1970 at 9:00 A.M.

*Janice Beem* Register of Deeds

Reg. No. 4,861  
Fee Paid \$40.25

21845  
BOOK 157

## MORTGAGE

Loan No. 51662-33-8 LB

This Indenture, Made this 17th day of July, 19 70

between Norman Forer and Una Forer, his wife

Douglas  
of Douglas County, in the State of Kansas, of the first part, and CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION  
of Topeka, Kansas, of the second part;

WITNESSETH: That said first parties, in consideration of the loan of the sum of Sixteen Thousand One Hundred  
and No/100

----- DOLLARS  
made to them by second party, the receipt of which is hereby acknowledged, do by these presents mortgage and warrant unto said  
second party, its successors and assigns, all of the following-described real estate situated in the County of

Douglas  
and State of Kansas, to-wit:

Lot Fifty-nine (59) and the South 30 feet of Lot Fifty-seven (57),  
all on Ohio Street, in the City of Lawrence, Douglas County, Kansas