

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.

Harry Starks

Phyllis M. Starks

ACKNOWLEDGMENT

STATE OF KANSAS,

County of Douglas

ss.

Be it remembered, that on this Nineteenth

day of August

A.D. 19 70, before me, the undersigned, a Notary Public in and for the

County and State aforesaid, came Harry Starks and Phyllis M. Starks, Husband and Wife

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

Notary Public

SATISFACTION

Recorded August 20, 1970 at 11:30 A.M.

James Beem Register of Deeds

Reg. No. 4,965
Fee Paid \$4.00

MORTGAGE

BOOK 157

22211

16-2-T.W.

Hall Litho Co., Inc., Topeka

THIS INDENTURE, Made this 19th day of August

A. D. 19 70

between Katherine M. Percifield, a widow,

of Douglas County, in the State of Kansas

, of the first part

and Harry A. Puckett

of Douglas County, in the State of Kansas

, of the second part:

WITNESSETH, That said party of the first part, in consideration of the sum of

Sixteen Hundred Thirty-five (\$1,635.00) and no DOLLARS,

the receipt of which is hereby acknowledged, does by these presents, grant, bargain, sell and convey unto

said party of the second part, his heirs and assigns, all the following described Real Estate,

situated in Douglas County, and State of Kansas

to wit:

Tract 1: Beginning at a point 30 feet North and 90 feet West of the SE corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, Township 12 South, Range 20 East, thence North 100 feet, thence West 60 feet, thence South 100 feet, thence East 60 feet to point of beginning; Tract 2: Beginning at a point 30 feet North and 90 feet West of the SE corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 29, Township 12 South, Range 20 East, thence North 100 feet, thence East 60 feet, thence South 100 feet, thence West 60 feet to point of beginning; all in the City of Lawrence