

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 charge or payment 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 foreclosure 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.

Charles W. Pendry

Jane Pendry

#### ACKNOWLEDGMENT

STATE OF KANSAS,

County of \_\_\_\_\_

ss.

Be it remembered, that on this \_\_\_\_\_ 4th

day of \_\_\_\_\_ September \_\_\_\_\_

A.D. 1970,

before me, the undersigned, a Notary Public in and for the County and State aforesaid, came \_\_\_\_\_ Charles W. Pendry and Jane Pendry, Husband and Wife \_\_\_\_\_

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

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

(SEAL) NOTARY PUBLIC

Marshall Biggerstaff

Notary Public

My Commission expires \_\_\_\_\_

February 10 \_\_\_\_\_

1973

Recorded September 8, 1970 at 2:16 P.M.

*Janice Baer* Register of Deeds

Reg. No. 5,010  
Fee Paid \$39.00

22452

BOOK 158

## MORTGAGE

Loan No. 51-1-8-1B

This Indenture, Made this \_\_\_\_\_ 2nd \_\_\_\_\_ day of \_\_\_\_\_ September \_\_\_\_\_

between John Buran Studdard and Louise T. Studdard, his wife \_\_\_\_\_

Douglas \_\_\_\_\_

of Shawnee 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 Fifteen Thousand Six Hundred Fifty 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 Six (6), in Block Two (2), in Southwest Addition Number Six (6), an Addition to the City of Lawrence, Douglas County, Kansas.