

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.

*Charles R. Worley*  
Charles R. Worley  
*Erma L. Worley*  
Erma L. Worley

#### ACKNOWLEDGMENT

STATE OF KANSAS,

County of Douglas ss.

Be it remembered, that on this 14th

day of September, A.D. 1970, before me, the undersigned, a Notary Public in and for the

County and State aforesaid, came Charles R. Worley and Erma L. Worley, 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 TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year above written.

(SEAL)

My Commission expires February 10, 1973.

*Marshall Biggerstaff*  
Marshall Biggerstaff  
Notary Public.

Recorded September 14, 1970 at 2:17 P.M.

*James Deem* Register of Deeds

PARTIAL RELEASE OF MORTGAGE  
For Individual or Corporate Mortgagee

22511 BOOK 158

3304

Hall Litho. Co., Topeka

STATE OF KANSAS, Douglas County, ss.

KNOW ALL MEN BY THESE PRESENTS, That Kaw Valley State Bank

of the County and State aforesaid, hereby certify, that a certain Mortgage dated May 6,

1965, made and executed by Wayne D. Powell and Margaret Joanne Powell, formerly Margaret Joanne Meyer, his wife

of the first part, to Kaw Valley State Bank of the second part,

and recorded in the office of the Register of Deeds of Douglas County,

Kansas, in volume 140, page 289, on the 7th day of May

A. D. 1965, is as to Lot Ten (10) and the South Half of Lot Nine (9), in Block

One Hundred Eighty-three (183), in the City of Eudora

In Douglas County, Kansas, FULLY PAID, SATISFIED, RELEASED AND DISCHARGED. This release is given on the express terms and condition that it shall in no wise affect the lien of the above-mentioned mortgage on the remaining land described in said mortgage, but shall only be construed as a release from the lien of said mortgage as to the land above described.

Witness His hand, this 10th day of September, A.D. 1970

KAW VALLEY STATE BANK, EUDORA, KANSAS

*Donald Bagby*  
Donald Bagby, Exec-Vice President

(If executed by a corporation, the corporate seal should be impressed here.)

ATT. REV. 6-55  
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