

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 authorize 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, 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.

Howard Baumgartel

Marguerite K. Baumgartel

ACKNOWLEDGMENT

STATE OF KANSAS,

County of Douglas

ss.

Be it remembered, that on this 10th

day of November

A.D. 1970,

before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Howard Baumgartel and Marguerite K. Baumgartel, 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

Notary Public

Recorded November 12, 1970 at 3:06 P. M.

James Beane Register of Deeds

Reg. No. 5,167
Fee Paid \$65.00

MORTGAGE

BOOK 158

23102

(No. 52K)

The Outlook Printers, Publishers of Legal Blanks, Lawrence, Kansas

This Indenture, Made this 12th day of November, 1970, between
WESTERN HOME BUILDERS, INC.

of Lawrence, in the County of Douglas and State of Kansas
part y. of the first part, and THE FIRST NATIONAL BANK OF LAWRENCE, Lawrence, Kansas
part y. of the second part.

Witnesseth, that the said part y. of the first part, in consideration of the sum of
Twenty Six Thousand and no/100 DOLLARS

to it duly paid, the receipt of which is hereby acknowledged, has sold, and by
this indenture does GRANT, BARGAIN, SELL and MORTGAGE to the said part y. of the second part, the
following described real estate situated and being in the County of Douglas and State of
Kansas, to-wit:

Lot Twenty-five (25), in Long Shadows, a Subdivision in Douglas
County, Kansas, as shown by the recorded Plat thereof.