

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.

John E. Longhurst

Joan U. Longhurst

David P. J. Longhurst

Charla J. Longhurst

May Usher, A Single Woman, by Joan U. Longhurst, her agent under Power of Attorney
STATE OF KANSAS,

County of Douglas

Be it remembered, that on this 8th

day of January

A.D. 1971, before me, the undersigned, a Notary Public in and for the

County and State aforesaid, came John E. Longhurst, Joan U. Longhurst, his wife; David P. J.

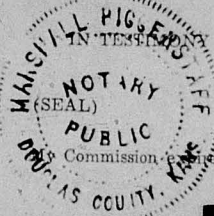
Longhurst, Charla J. Longhurst, his wife; and May Usher, a Single Woman, by Joan

U. Longhurst, her agent under Power of Attorney,

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.

February 20, 1973

Recorded January 8, 1971 at 3:33 P. M.

Janice Beam Register of Deeds

Reg. No. 5,293
Fee Paid \$45.00

FHA FORM NO. 2120m
Revised October 1969

BOOK 159

MORTGAGE

THIS INDENTURE, Made this 30th day of December, 1970, by and between

Claud A. Aubry and Edith L. Aubry, his wife
of Douglas County, Kansas, Mortgagee, and

THE FIDELITY INVESTMENT COMPANY

under the laws of the State of Kansas, a corporation organized and existing
Mortgagee.

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Eighteen Thousand and 00/100-
Dollars (\$18,000.00),
the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its
successors and assigns, forever, the following-described real estate, situated in the County of Douglas
State of Kansas, to wit:

Lot Twenty Eight (28), in Block Four (4), in Chaparral, an
addition to the City of Lawrence, Douglas County, Kansas.

All wall to wall carpeting in the real estate

"The express enumeration of the foregoing items shall not be deemed
to limit or restrict the applicability of any other language des-
cribing in general terms other property intended to be covered
hereby."