

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 tenantable 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.

Robert W. Payne

Erma Payne

Robert R. Payne

Sonja Payne

#### ACKNOWLEDGMENT

STATE OF KANSAS,

County of Douglas

ss.

Be it remembered, that on this 2nd

day of February

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

County and State aforesaid, came Robert W. Payne and Erma Payne, husband and wife,

and Robert R. Payne and Sonja Payne, 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.



February 10

1973

Marshall Biggerstaff

Notary Public

Recorded February 3, 1971 at 11:38 A.M.

James Beem

Register of Deeds

Reg. No. 5,342

Fee Paid \$36.75

KANSAS

VA Form 26-6314 (Home Loan)  
Rev. Jan. 1963. Use optional.  
Section 1810, Title 38, U.S.C.  
Acceptable to Federal National  
Mortgage Association.

23909

BOOK 159

## MORTGAGE

THIS INDENTURE, Made this 29th day of January, 1971, by and between  
Larry Allen Schomer and Judith Marie Schomer, his wife  
of Lawrence, Kansas, Mortgagor, and

CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION

under the laws of the United States

, a corporation organized and existing  
, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Fourteen Thousand Seven Hundred Fifty and No/100 - - Dollars (\$ 14,750.00 ), 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 property, situated in the county of Douglas, State of Kansas, to wit:

Lot One (1), in Block Five (5), in Sunset Hill Estate  
Subdivision in the City of Lawrence, Douglas County,  
Kansas

(It is understood and agreed that this is a purchase money mortgage)

Any statement contained herein, notwithstanding  
the terms of the mortgage and note secured  
hereby are to be controlled by Title 38 of the  
Servicemen's Readjustment Act of 1944, as  
amended, and the regulations promulgated  
thereunder.