

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, 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.

X *Russell W. Jones*  
Russell W. Jones  
X *Diane Jones*  
Diane Jones

## ACKNOWLEDGMENT

STATE OF KANSAS,

County of Douglas } ss.Be it remembered, that on this 18thday of MarchA.D. 1971, before me, the undersigned, a Notary Public in and for theCounty and State aforesaid, came Russell W. Jones and Diane Jones,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 June 17, 1973.

*Warren Rhodes*  
Warren Rhodes Notary Public.

## SATISFACTION

Recorded March 18, 1971 at 10:51 A.M.

*James Beem* Register of Deeds

Reg. No. 5,447  
Fee Paid \$34.00

## MORTGAGE

24336

BOOK 159

Parties: THIS MORTGAGE made this 17th day of March, 1971.

by and between Gordon M. Fulcher and Della L. Fulcher, his wife

of the County of Douglas and State of Kansas  
hereinafter called the Mortgagor, s., and THE FIDELITY INVESTMENT COMPANY,  
a corporation organized and existing under the laws of the State of Kansas, hereinafter called  
the Mortgagee.

## WITNESSETH:

That said Mortgagor, s., for and in consideration of the sum of Thirteen Thousand  
Six Hundred and no/100 Dollars (\$13,600.00)

to them in hand paid by said Mortgagee, the receipt whereof is hereby acknowledged,  
do hereby grant, bargain, sell and convey unto said Mortgagee all that parcel, piece or lot of  
land with the buildings and improvements now thereon or that may hereafter be erected thereon  
and all rents, issues and profits arising therefrom situate, lying and being in the County of

Property Douglas State of Kansas, to-wit:

Lot Twenty Two (22), Block Four (4), Northwood Addition, an  
Addition to the City of Lawrence, Douglas County, Kansas.