

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.



TOWN CENTER, INC.

Russell W. Jones, President

ACKNOWLEDGMENT

STATE OF KANSAS
County of _____

KANSAS CORPORATION ACKNOWLEDGMENT

STATE OF _____, COUNTY OF Douglas, ss.

BE IT REMEMBERED that on this 30th day of March, A. D., 1971

before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

Russell W. Jones, President of the TOWN CENTER, INC.

a corporation duly organized and existing under and by virtue of the laws of Kansas

and _____, Secretary of said corporation, who are personally known to me to be such officers, and who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said corporation, and such persons duly acknowledged the

same to be the act and deed of said corporation

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year

February 10, 1973

Marshall Biggerstaff, Notary Public.

Recorded March 31, 1971 at 2:53 P. M.

Jessie Beem

Register of Deeds

Reg. No. 5,510
Fee Paid \$65.00

MORTGAGE—Savings and Loan Form

BOOK 160 24528 MORTGAGE

This Indenture, Made this 30th day of March, A. D., 1971

by and between TOWN CENTER, INC., a Kansas Corporation

of Douglas County, Kansas, Mortgagor, and ANCHOR SAVINGS ASSOCIATION, a corporation organized and existing under the laws of Kansas, Mortgagee;

WITNESSETH, That the Mortgagor, for and in consideration of the sum of TWENTY-SIX THOUSAND FIFTY AND NO/100 (\$26,050.00) DOLLARS, the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, all the following described real estate, situated in the County of Douglas, State of Kansas, to-wit:

Lot 4, in Block Six, in Replat of Deerfield Park, an Addition to the City of Lawrence, as shown by the recorded plat thereof, in Douglas County, Kansas.

The mortgagor herein waives all right to a period of redemption in any action to foreclose under the terms of this instrument.

This is a purchase money mortgage.

The mortgagor also agrees that should the construction on the property securing this mortgage and the note secured hereby not be completed within six (6) months from the date hereof, the mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

TOWN CENTER, INC.

Russell W. Jones, President