

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 *Arnold J. Repta*  
Arnold J. Repta  
X *Barbara C. Repta*  
Barbara C. Repta

#### ACKNOWLEDGMENT

STATE OF KANSAS,  
County of Douglas, ss.

Be it remembered, that on this 1st

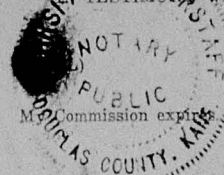
day of June, A.D. 19 71 before me, the undersigned, a Notary Public in and for the

County and State aforesaid, came Arnold J. Repta and Barbara C. Repta,

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.



*Marshall Biggerstaff*  
Marshall Biggerstaff  
Notary Public.

February 10, 1973

*Janice Deem* Register of Deeds

Reg. No. 5,709

Fee Paid \$62.25

Recorded June 1, 1971 at 2:41 P. M.

BOOK 160 25267

## Mortgage

Loan No. M-3197

THE UNDERSIGNED,

Donald R. Green and S. Eloyce Green, husband and wife  
of Lawrence, County of Douglas, State of Kansas

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

THE LAWRENCE SAVINGS ASSOCIATION

a corporation organized and existing under the laws of

THE STATE OF KANSAS

hereinafter referred to as the Mortgagee, the following real estate

in the County of Douglas, in the State of Kansas, to-wit:

Lot Two (2), in Block Twelve (12), in Indian Hills No. 2 & Replat of Block Four (4) Indian Hills, an Addition to the City of Lawrence, as shown by the recorded plat thereof.

The Mortgagors understand and agree that this is a purchase money mortgage.

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, airconditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any State, which said rights and benefits said Mortgagor does hereby release and waive.