

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.

X *George W. Penfield*  
George W. Penfield  
X *Wilma B. Penfield*  
Wilma B. Penfield

ACKNOWLEDGMENT

STATE OF KANSAS,

County of Douglas

Be it remembered, that on this 2nd

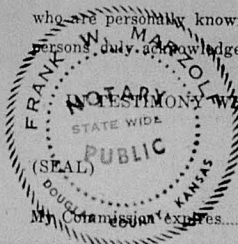
day of June

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

County and State aforesaid, came George W. Penfield and Wilma B. Penfield

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 WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the day and year above written.

*Frank W. Marzolf*  
Frank W. Marzolf  
Notary Public

October 13, 19 74

Recorded June 2, 1971 at 3:11 P.M.

*Yanuel Beem* Register of Deeds

Reg. No. 5,722  
Fee Paid \$37.75

FHA FORM NO. 2120m  
Revised October 1969

25312 MORTGAGE

BOOK 160

THIS INDENTURE, Made this 24th day of May, 1971, by and between

Harry H. Ballinger, Jr. and Eileen S. Ballinger, 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 Fifteen Thousand One Hundred and No/100 Dollars (\$15,100.00), 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:

The South 25 feet of the West Half of Lot Six (6) and the North 25 feet of the West Half of Lot Seven (7), less the East 20 feet of said tracts, in Block Three (3), in South Lawrence, an Addition to the City of Lawrence, in Douglas County, Kansas.

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

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof, and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.