

terms of said note or this mortgage. This rent assignment shall continue in force until all indebtedness represented by said note and this mortgage is fully paid. The taking possession of said property by said mortgagee shall in no manner prevent or retard said Mortgagee in the collection of said indebtedness or in the enforcement of its rights by foreclosure or otherwise.

9. It is agreed and understood that in the event of a default by Mortgagor in any one or more of the conditions, provisions or agreements of said note or of this mortgage, said Mortgagee may, at its option, and without notice, declare the whole amount of the indebtedness under said note and this mortgage to be immediately due and payable, and foreclose this mortgage. In case of any such default, the balance of the indebtedness shall draw interest at the rate of ten per cent per annum from the beginning of said default until paid.

10. The failure of said Mortgagee to assert any of its rights under said note or this mortgage, at any time, shall not be construed as a waiver of its rights to assert the same at a later time, and to insist upon and enforce strict compliance with all the terms and provisions of said note or of this mortgage. Notice of the exercise of any option granted herein to said Mortgagee shall not be required.

11. The mortgagor further agrees that the obligation secured by this mortgage has been in part advanced by mortgagee relying upon the financial responsibility of mortgagor. In the event the real estate covered by this mortgage is conveyed by mortgagor to any person or corporation before the obligation secured by this mortgage has been paid, the mortgagee shall have the right at its option and for any reason it deems to be sufficient, to determine this to be an act of default under the terms of this mortgage, and to declare the whole amount of the remaining obligation secured by this mortgage immediately due and payable, and mortgagee may foreclose this mortgage in such event.

12. The mortgagor further agrees that in the event the real estate covered by this mortgage is conveyed to any person or corporation who assumes and agrees to pay the obligation secured by this mortgage and mortgagee does not elect to accelerate the balance of the remaining obligation secured by this mortgage as specified under paragraph 11 above, mortgagee may charge the assuming grantee a reasonable transfer fee to be determined by the mortgagee, which fee shall not, in any event, exceed one percent of the then current unpaid principal amount of the indebtedness. The failure to pay such transfer fee shall constitute a default of this mortgage and mortgagee may at its option declare the whole amount of the indebtedness secured by this mortgage immediately due and payable and foreclose this mortgage in such event.

13. IT IS AGREED that the Mortgagor, a corporation, hereby expressly waives any and all right of redemption which would otherwise be allowed to Mortgagor, its successors or assigns, under the laws of Kansas in the event this mortgage is foreclosed. It is agreed and understood that under the laws of the State of Kansas, a waiver of redemption rights is allowed by a corporation.

IN WITNESS WHEREOF, the Mortgagor has executed and delivered this mortgage the day and year first above written.

Billy B. Vantuyl
Billy B. Vantuyl, President

Mortgagor

Joe B. Stroup
Joe B. Stroup, Secretary-Treasurer

STATE OF KANSAS, } ss.
COUNTY OF SHAWNEE
DOUGLAS

BE IT REMEMBERED, That on this 8th day of January, 1971, before me, the

undersigned, a Notary Public in and for said County and State, came

Billy B. Vantuyl, President and Joe B. Stroup, Secretary-Treasurer

of the ASSOCIATED BUILDERS, INC.

a corporation, who is personally known to me to be the same person who executed the within instrument of writing, and such person duly acknowledged the execution of the same as 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 last above written.

Leagene D. Hathcoat
Leagene D. Hathcoat Notary Public

(My commission expires November 20, 1973)

Recorded August 31, 1971 at 10:12 A.M.

Yanis Beems Register of Deeds

ASSIGNMENT OF MORTGAGE—By Corporation

C-366-4

Hall Litho. Co., Topeka

Know all Men by these Presents:

26603 BOOK 162

That The Prudential Investment Company, a corporation organized under the laws of Kansas of Shawnee County, in the State of Kansas, in consideration of the sum of Twenty-seven Thousand Six Hundred Fifty and no Dollars, to it in hand paid, the receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto Shawnee Federal Savings and Loan Association its successors and assigns, one certain mortgage, dated the 16th day of August, 1971, executed by John F. Brandt and Sara Dale Brandt, his wife to said corporation, upon the following described property, to wit: Lot Sixteen (16), in Block Seventeen (17), 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, in Douglas County, Kansas.

given to secure the payment of \$ 27,650.00 and the interest thereon, and duly filed for record in the office of the Register of Deeds of Douglas County, Kansas, and recorded in Book 162, on page 52 together with the note, debt and claim secured by said mortgage, and the covenants contained in said mortgage.

IN WITNESS WHEREOF, said corporation has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed, this 31st day of August, 1971.

Attest: TOPEKA

The Prudential Investment Company

By *M. C. Morse*
M. C. Morse Vice President

James H. Sloan
Secretary

52872 JM, 17-63