

retard mortgages 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.

ATTEST:

INVESTORS MANAGEMENT CORPORATION

By:

Russell W. Jones, Secretary

By:

Dwight Perry, President

KANSAS CORPORATION ACKNOWLEDGMENT

STATE OF Kansas COUNTY OF Douglas ss.

BE IT REMEMBERED, That on this 9th day of September A. D., 19 71

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

Dwight Perry

President of the

INVESTORS MANAGEMENT CORPORATION

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

and Russell W. Jones

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

execution of 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 last above written.

My commission expires February 10, 19 73

L-306

PUBLIC

Marshall Biggerstaff

Notary Public.

Recorded September 10, 1971 at 10:48 A.M.

Gencie Beem

Register of Deeds

Reg. No. 6,096
Fee Paid \$25.50

BOOK 162 26785 MORTGAGE

Loan No. 51824-40-5 18

This Indenture, Made this 9th day of September, 19 71

between Lavern Pember and Vera Pember, his wife

of Douglas County, in the State of Kansas, of the first part and hereinafter referred to as Borrower, and CAPITAL FEDERAL SAVINGS AND LOAN ASSOCIATION of Topeka, Kansas, of the second part and hereinafter referred to as Lender,

WITNESSETH: That said Borrower, in consideration of the loan of the sum of Ten Thousand Two Hundred and No/100 DOLLARS made by Lender, the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto said Lender, its successors and assigns all of the following-described real estate situated in the County of Douglas and State of Kansas, to-wit:

Lot B, in Block 5, in University Place, an Addition to the City of Lawrence, Douglas County, Kansas