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 tenantable 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. Appraisement 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.

Richard Allen Colbert

Peggy Lou Colbert

ACKNOWLEDGMENT

STATE OF KANSAS,

County of Douglas } ss.

Be it remembered, that on this 14th

day of September A.D. 1971, before me, the undersigned, a Notary Public in and for the

County and State aforesaid, came Richard Allen Colbert and Peggy Lou Colbert

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.

(SEAL) NOTARY PUBLIC DOUGLAS COUNTY, KANSAS

Marshall Biggerstaff Notary Public.

My Commission expires February 10, 1973.

SATISFACTION

Recorded September 15, 1971 at 3:01 P.M. James Bacon Register of Deeds

Reg. No. 6,110
Fee Paid $14.75

26854 BOOK 162

KANSAS REAL ESTATE MORTGAGE

THIS MORTGAGE, made on September 13, 1971, between Jackie Lee Gilby & Patricia June Gilby (Husband & Wife) of the County of Douglas in the State of Kansas, hereinafter referred to as Mortgagors, and S.I.C. Finance-Loans of Lawrence, Inc. of Lawrence (Kansas, hereinafter referred to as Mortgagee).

WITNESSETH, that Mortgagors, in consideration of the sum of TEN DOLLARS, and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby mortgage and warrant to Mortgagee, its successors and assigns, all of the following described property situated in the County of Douglas and State of Kansas, to-wit:

Lot Three (3), in Block Six (6), in Southridge Addition Number Three (3), an Addition to the City of Lawrence, in Douglas County, Kansas.