

gaged 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 cease 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 provisions 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.

John R. Terry

Phyllis R. Terry

ACKNOWLEDGMENT

STATE OF KANSAS,
County of Douglas

Be it remembered, that on this 20th

day of September, A.D. 1971, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John R. Terry and Phyllis R. Terry, 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)

Frank W. Marzoff

Notary Public

My Commission expires October 13, 1974.

Recorded September 21, 1971 at 2:36 P.M.

Jane Beane Register of Deeds

Reg. No. 6,124
Fee Paid \$24.75

MORTGAGE—Savings and Loan Form (Direct Reduction Plan) 257-2 TW

BOOK 162 26929

MORTGAGE

Loan No. 13447

THIS MORTGAGE, made this 21st day of September 1971, between

Kenneth L. Irey and Bonnie Y. Irey, his wife

of Baldwin, Kansas, as Mortgagors, and

Franklin Savings Association of Ottawa, Kansas, as Mortgagee.

WITNESSETH: That said Mortgagor, in consideration of the sum of

Nine Thousand Nine Hundred and no/100-----Dollars (\$ 9,900.00),

the receipt of which is hereby acknowledged, does hereby mortgage and warrant unto said Mortgagee, its successors and

assigns, all the following described real estate situated in the county of Douglas and State of Kansas, to-wit:

All of Lot 9, Block 92 in Palmyra townsite in the City of Baldwin City, Kansas, also described as Lot 9 in Block 92 in Baldwin City, formerly Palmyra, Douglas County, Kansas.