

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. 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.

*Norman Lee Beers*  
Norman Lee Beers

*Millie Ann Beers*  
Millie Ann Beers

#### ACKNOWLEDGMENT

STATE OF KANSAS,

County of Douglas

Be it remembered, that on this 18th

day of October

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

County and State aforesaid, came Norman Lee Beers and Millie Ann Beers

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

*Frank W. Marzoff*  
Frank W. Marzoff

Notary Public.

My Commission expires October 13, 1974.

#### SATISFACTION

Recorded October 29, 1971 at 1:55 P.M.

*Janice Bean* Register of Deeds

*By: Sue Neustifter, Deputy*

Reg. No. 6,219  
Fee Paid \$65.00

MORTGAGE

BOOK 162 **27363**

(No. 52K)

MESEREAU PRINTING INC. ENB-FLE7

This Indenture, Made this 28th day of October, 1971 between  
Estel Ted Coulter and Shirley L. Coulter, his wife

of Lawrence, in the County of Douglas and State of Kansas  
parties of the first part, and THE FIRST NATIONAL BANK OF LAWRENCE, Lawrence, Kansas  
part X of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of  
Twenty six thousand and no/100 DOLLARS  
to them duly paid, the receipt of which is hereby acknowledged, have sold, and by  
this indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part X of the second part, the  
following described real estate situated and being in the County of Douglas and State of  
Kansas, to-wit:

Lot Twenty-one (21), in Block Three (3), in Prairie Meadows  
Number Two (2), an Addition to the City of Lawrence, subject  
to the existing easements, restrictions, reservations and the  
special assessment taxes now of record.