

First parties also agree to pay all costs, charges and expenses reasonably incurred or paid at any time by second party, including abstract expenses because of the failure of first parties to perform or comply with the provisions in said note and in this mortgage contained, and the same are hereby secured by this mortgage.

First parties hereby assign to second party the rents and income arising in and at all times from the property mortgaged to secure this note, and second party may collect such rents 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, repair 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 holding of possession hereunder shall, in no manner prevent or retard second party in the collection of said sums by foreclosure or otherwise.

The failure of second party to assert any of its rights hereunder at any time shall not be construed as a waiver of its right to assert the same at a later time, and to insist upon and enforce strict compliance with all the terms and provisions in said note and in this mortgage contained.

If said first parties shall cause to be paid to second party the entire amount due it hereunder and under the terms and provisions of note hereby secured, including funds advanced and any extensions or renewals hereto, in accordance with the terms and provisions thereof, and if every item of expense hereinabove provided for in this mortgage shall be paid, then these presents shall be void; otherwise to remain in full force and effect, and second party 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. Apportionment and all benefits of homestead and exemption laws are hereby waived.

This mortgage shall extend to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties hereof.

IN WITNESS WHEREOF, said first parties have hereunto set their hands the day and year first above written,

*Cecil H. Ballicker  
Anne E. Ballicker*

STATE OF KANSAS  
COUNTY OF Douglas

BE IT REMEMBERED, that on this 6<sup>th</sup> day of October, A.D. 1950, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Cecil H. Ballicker and Anne E. Ballicker, who were personally known to me to be the same persons who executed the within instrument of writing, and such person do duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal the day and year last above written.

(SEAL)

My commission expires Nov. 6, 1952

*Clifton C. Allen*  
Notary Public

Recorded October 13, 1950 at 4:20 P.M.

*Harold A. Beck* Register of Deeds

#### SATISFACTION

The debt secured by this mortgage has been paid in full, and the Register of Deeds is authorized to release it of record.

CAPITOL FEDERAL SAVINGS AND LOAN ASSOCIATION  
By Ray L. Culbertson, Vice-President

Lawrence, Kansas, March 28 1961.

(Corp. Seal)

This record  
was written  
on the original  
mortgage  
dated  
the 28th day  
of March  
1961

*Harold A. Beck  
Register of Deeds  
By James R. Brown  
Secretary*