

(The following assignment is endorsed on the original instrument recorded in Book 80, page 420)

ASSIGNMENT

For Value Received, the undersigned owner of the within mortgage, does hereby assign and transfer the same to Mary E. Burgert,

Mary E. Burgert
Executrix of the last will and testament
of Samuel A. Burgert, deceased.

STATE OF Kansas)
COUNTY OF Douglas)ss:

Be it Remembered, that on this 25th day of January, A.D. 1939 before me, the undersigned, a Notary Public in and for the said County and State, came Mary E. Burgert, Executrix of the last will and testament of Samuel A. Burgert, deceased, the mortgagee named in the foregoing mortgage to me known to be the same person who executed the foregoing assignment of such mortgage, and such person duly acknowledged the execution of said assignment.

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

(SEAL) My Commission Expires May 12, 1941.

Alice Brannan
Notary Public

Recorded January 25, 1939 at 4:20 P.M.

Handwritten Signature Register of Deeds.

Reg. No. 1761

Fee Paid \$6.00

Receiving No. 7220

MORTGAGE

THIS INDENTURE, Made this 26th day of January, 1939, by and between Carl J. Clifton and his wife, Marion G. Clifton of Lawrence, Kansas, Mortgagee, and The Douglas County Building and Loan Association, a corporation organized and existing under the laws of the State of Kansas, Mortgagee:

WITNESSETH, That the Mortgagee, for and in consideration of the sum of Thirty Two Hundred and no/100 Dollars (\$3200.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to wit:

Lot No. Eleven (11) in block No. Twenty Three (23) Sinclair's Addition to the City of Lawrence.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, fumaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery, fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagee of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagee covenants with the Mortgagee that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Thirty Two Hundred and no/100 Dollars (\$3200.00), as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of five per centum (5%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The Douglas County Building and Loan Association in Lawrence, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Twenty One and 79/100 Dollars (\$21.79), commencing on the first day of April, 1939, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of March, 1950.

The Mortgagee covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity; provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act he will pay to the Grantee an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the Grantee upon its obligation to the Federal Housing Administrator on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagee will pay to the Mortgagee until the said note is fully paid, the following sums:

- If this mortgage and the note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured, one-twelfth (1/12) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its obligation to pay mortgage insurance premiums, credit to the account of the Mortgagee all payments made under the provisions of this subsection which the Mortgagee has not become obligated to pay to the Federal Housing Administrator.
- An installment of the ground rents, if any, and of the taxes and assessments levied or to be levied against the premises covered by this mortgage; and an installment of the premium or

The following is endorsed on the original instrument:

This note herein described may be

and the lien hereby created thereon

As witness my hand this 26th day of January, 1939.

Attest:

Handwritten Signature Clerk of Douglas County Building and Loan Association

Recorded Dec. 26 - 1942

Handwritten Signature