

DOUGLAS COUNTY

Receiving No. 7509 ←

(The following assignment is endorsed on the original instrument, recorded in Book 74, Page 165)

ASSIGNMENT

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

(CORP. SEAL)

STATE OF KANSAS
COUNTY OF DOUGLAS

SS:

The First National Bank of Lawrence
Lawrence Kansas, Administrator
Estate of Eugene T. Emory, deceased
By F. C. Whipple
Trust officer.

BE IT REMEMBERED, that on this 25th day of March A.D. 1939 before me, the undersigned, a Notary Public in and for said County and State, came F. C. Whipple, Trust Officer, of the First National Bank of Lawrence, Lawrence, Kansas the mortgagee named in the foregoing mortgage to be known to be the same person as 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 Sept. 10, 1939.

Jane Sheets

Notary Public.

Recorded March 25, 1939 at 2:20 P.M.

Register of Deeds.

Reg. No. 1813
Fee Paid \$7.75

Receiving No. 7510 ←

MORTGAGE

THIS INDENTURE, Made this 24th day of March, 1939, by and between D. L. Beery and Pauline Beery, his wife of Brown County, Kansas, Mortgagor, and The Exchange National Bank, Atchison, Kansas, a corporation organized and existing under the laws of the State of Kansas, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Thirty-one Hundred & no/100 Dollars (\$3,100.00), 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 Number Ten (10), Pinckney Street, now Sixth Street, less South Forty-seven and one-half (47½) feet, in the City of Lawrence.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof, and also all apparatus, machinery, fixtures, chattels, furnaces, 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 hereafter standing on the said real estate or attached to or used in connection with the said real estate, or to any pipes or fixtures thereon 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 of 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 Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagor 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-one Hundred & no/100 Dollars (\$3,100.00), 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 Commerce Investment Company in Atchison, Kansas, or at such other place as the holder of the note may designate. In writing, in monthly installments of Twenty and 46/100 - Dollars (\$20.46), commencing on the first day of June, 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 May, 1959.

The Mortgagor 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 Mortgagor will pay to the Mortgagee until the said note is fully paid, the following sums:

(a) 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 Mortgagor's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as

This Release
was written
on the 24th day
of March 1939
at Lawrence, Kansas
by the undersigned
Notary Public
for the State of
Kansas.

Notary Public for the State of Kansas, Jane Sheets, Notary Public, My Commission Expires Sept. 10, 1939.