

DOUGLAS COUNTY

NINTH. The terms, conditions and provisions hereof, whether so expressed or not, shall apply to and bind the respective parties hereto, their heirs, executors, administrators, successors and assigns, and words used in the singular number shall include the plural and words in the plural shall include the singular.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

Ralph Ward
Newell Ward

STATE OF KANSAS, DOUGLAS COUNTY, ss.

BE IT REMEMBERED, That on this 26th day of May A.D. 1939, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Ralph Ward and Newell Ward, his wife to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

Oscar J. Lane
Notary Public.
(Commission expires March 9, 1942)

(SEAL)

Recorded May 31, 1939 at 9:45 A. M.

Ward A. Book Register of Deeds.

Receiving No. 7850 <

ASSIGNMENT OF REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, I hereby sell, transfer and assign to The Douglas County Building and Loan Association, all my right, title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by Estelle Northrup Duffee and husband to Pearl Emick, which mortgage is recorded in Book 82 of Mortgages, Page 505, in the office of the Register of Deeds in Douglas County, Kansas.

IN WITNESS WHEREOF, I have set my hand this 31st day of May 1939

Pearl Emick

State of Kansas, }
County of Douglas } ss.

BE IT REMEMBERED, That on this 31st day of May 1939, before me, a Notary Public in and for said County and State, came Pearl Emick to me personally known to be the same person who executed the foregoing instrument, and duly acknowledged the execution of the same.

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

(SEAL) My Commission expires January 13th, 1940

John C. Emick
Notary Public.

Recorded May 31, 1939 at 3:30 P.M.

Ward A. Book Register of Deeds.

Reg. No. 1892 <
Fee Paid \$4.00

Receiving No. 7852 <

MORTGAGE

THIS INDENTURE, Made this thirty-first day of May, 1939, by and between Earl Hamilton and Louise Hamilton, his wife, of Lawrence, Kansas, Mortgagor, and The First National Bank of Lawrence, Lawrence, 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 Sixteen hundred and no/100 - Dollars (\$1600.00), 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. Thirty-three (33) on Ohio Street, in the City of Lawrence in Douglas County, Kansas.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances therunto 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 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 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 Sixteen hundred and no/100 - Dollars (\$1600.00), as evidenced by a certain promissory note of even date herewith, the terms of which

See Assignment in Book 83 page 590
See Assignment in Book 88 page 107
See Release in Book 88 page 107