

MORTGAGE RECORD 85

5. That he will keep the premises above conveyed in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

6. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises.

7. That if the Mortgagor fails to make any payment provided for in this mortgage for taxes, insurance premiums, repair of the premises, or the like, then the Mortgagee may pay the same and all sums so advanced, with interest thereof at five per centum (5%) per annum from the date of such advance, shall be payable on demand and shall be secured hereby.

8. That if there shall be a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisalment is hereby waived.

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

Elmer E. Kardatzke
Vera L. Kardatzke

STATE OF KANSAS,)
COUNTY OF DOUGLAS,)ss:

BE IT REMEMBERED, that on this twenty-eighth day of November, 1939, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Elmer E. Kardatzke and Vera L. Kardatzke, his wife to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

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

E. S. Martin
Notary Public

(SEAL) My Commission expires September 17, 1941.

Recorded November 28, 1939 at 3:50 P.M.

Ward D. Beck Register of Deeds.

Receiving No. 9076 <

ASSIGNMENT OF REAL ESTATE MORTGAGE

For Value Received, The First National Bank of Lawrence, Lawrence, Kansas, a corporation, does hereby assign, transfer, and set over, without recourse in any event, to The RFC Mortgage Company and its future assigns, all its right, title and interest in and to one certain real estate mortgage, the promissory note, debts, and claims thereby secured, and the lands and tenements therein described, to-wit: One certain mortgage executed by Elmer E. Kardatzke and Vera L. Kardatzke, his wife, to said The First National Bank of Lawrence, Lawrence, Kansas, on the twenty-eighth day of November, 1939, and secured upon the following described real estate situated in Douglas County, State of Kansas:

Lot numbered Nine (9) and the North half (½) of Lot numbered Ten (10) in Block three (3) in Cranson's subdivision of Block fifteen (15) of Babcock's Enlarged Addition, an addition to the City of Lawrence, in Douglas County, Kansas,

which mortgage is duly recorded in Mortgage record No. 85 At Page 99 in the office of the Register of Deeds, Douglas County, State of Kansas.

In Witness Whereof, The First National Bank of Lawrence, Lawrence, Kansas, has caused these presents to be signed by its Vice President, and its corporate seal to be affixed this twenty-eighth day of November, 1939.

ATTEST:

(CORP. SEAL)

THE FIRST NATIONAL BANK OF LAWRENCE
Lawrence, Kansas

Holvin Hoover
Cashier

By George Docking
Vice President

CORPORATION ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF DOUGLAS)ss

On this twenty-eighth day of November, 1939, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally appeared George Docking to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its Vice President, and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

E. S. Martin
Notary Public.

(SEAL) My commission expires Sept. 17, 1941

Recorded November 29, 1939 at 1:45 P.M.

Ward D. Beck Register of Deeds

Receiving No. 9077 <

KANSAS CORPORATION MORTGAGE

THIS MORTGAGE, Made this 25th day of November, 1939, by and between the ALPHA NU BETA THETA PI CHAPTER HOUSE ASSOCIATION, a Kansas corporation of the City of Lawrence, County of Douglas, State of Kansas, party of the first part, and CHARLES W. HESS, JR., party of the second part, and

WITNESSETH: That said party of the first part, for and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever, all of the following described tract, piece, and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

Reg. No. 2134 <

Fee Paid \$15.50