

MORTGAGE RECORD 85

Receiving No. 9224 <

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 Federal National Mortgage Association 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 Patrick H. Downey and Anna Downey, his wife; R. J. Downey and Ellen Downey, his wife; L. H. Youmans and Mary Margaret Youmans, his wife; V. W. Downey and Eres Downey, his wife, to said The First National Bank of Lawrence, Lawrence, Kansas, on the twenty-ninth day of July, 1939, and secured upon the following described real estate situated in Douglas County, State of Kansas:

The South half of Park Lot Numbered thirty (30) in the City of Lawrence, Douglas County, Kansas which mortgage is duly recorded in Mortgage record No. 85 at Page 49, 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-second day of December, 1939.

ATTEST:

Kelvin Hoover
Cashier

(CORP. SEAL)

THE FIRST NATIONAL BANK OF LAWRENCE

By: George Docking
Vice President

CORPORATION ACKNOWLEDGMENT

State of Kansas, County of Douglas, ss:

On this twenty-second day of December, 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 B Martin

Notary Public

(SEAL) My Commission Expires September 17, 1941.

Recorded December 22, 1939, at 2:35 P.M.

W. A. B. B. Register of Deeds

Receiving No. 9237 <

MORTGAGE

Reg. No. 2146 <

Fee Paid \$85.00

THIS INSTRUMENT, Made this 20th day of December in the year of our Lord nineteen hundred and thirty-nine (1939) by and between TRUSTEES OF THE FIRST PRESBYTERIAN CHURCH, Lawrence, Kansas, of the County of DOUGLAS and State of Kansas, parties of the first part, and THE STANDARD LIFE ASSOCIATION, of Lawrence, Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of TWENTY-SIX THOUSAND DOLLARS to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of DOUGLAS and State of Kansas, to-wit:

Lots Sixty-nine (69) and Seventy-one (71) on Vermont Street in the City of Lawrence; and Lots Eleven (11) and Twelve (12) in Block Seven (7), Lane's First Addition to the City of Lawrence.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, Always, and these presents are upon the following agreements, covenants and conditions, to-wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of TWENTY-SIX THOUSAND DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable as follows:

July 1st 1941	\$1,500.00	July 1st 1942	\$ 1,500.00
July 1st 1943	\$1,500.00	July 1st 1944	\$ 1,500.00
July 1st 1945	\$1,500.00	July 1st 1946	\$ 1,500.00
July 1st 1947	\$1,500.00	July 1st 1948	\$ 1,500.00
July 1st 1949	\$1,500.00	January 1st 1950	\$12,500.00

to the order of the said party of the second part with interest thereon at the rate of four per cent per annum, payable semi-annually, on the first days of January and July in each year, according to the terms of said note; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the Home Office of THE STANDARD LIFE ASSOCIATION, Lawrence, Kansas, or at such other place as the legal holder of the principal note may in writing designate, and said note bearing ten percent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, building and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unencumbered by the amount of TWENTY-SIX THOUSAND DOLLARS, in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent, in any suit for the

W. A. B. B.
notary
page