

MORTGAGE RECORD 85

Recorded January 13, 1940 at 10:45 A. M.

Ward P. Bell Register of Deeds

Receiving No. 9376

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 Don D. Haworth and Garnet M. Haworth, his wife, to said The First National Bank of Lawrence, Lawrence, Kansas, on the thirtieth day of December, 1939, and secured upon the following described real estate situated in Douglas County, State of Kansas:

Lot number eleven (11) in Block nine (9) in Haskell Place an addition to the City of Lawrence, which mortgage is duly recorded in Mortgage record No. 55 at Page 130, 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 13th day of January, 1940.

(CORP. SEAL)

THE FIRST NATIONAL BANK OF LAWRENCE
Lawrence, KansasBy George Docking
Vice President

ATTEST:

Kelvin Hoover
CashierCORPORATION ACKNOWLEDGMENTSTATE OF KANSAS) ss
COUNTY OF DOUGLAS)

On this 13th day of January, 1940, 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.

(SEAL)

My Commission expires Sept. 17, 1941.

E. B. Martin
Notary Public

Recorded January 13, 1940 at 3:10 P. M.

Ward P. Bell Register of DeedsReg. No. 2194
Fee Paid \$4.75

Receiving No. 9337

MORTGAGE

THIS INDENTURE, Made this twelfth day of January, 1940, by and between N. M. Hough, a widow of Lawrence, Kansas, Mortgagor, and The First National Bank of Lawrence, Lawrence, Kansas, a corporation organized and existing under the laws of the United States, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Nineteen hundred and no/100 Dollars (\$1900.00), 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 one hundred thirty-five (135) on Ohio Street in the City of Lawrence.

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, 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 Nineteen hundred and no/100 Dollars (\$ 1900.00), 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 four and one-half per centum (4½%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The First National Bank of Lawrence in Lawrence, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Twelve and 02/100 Dollars (\$12.02), commencing on the first day of February, 1940, 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 January, 1950.

The Mortgagor covenants and agrees as follows:

Assignment to 98-144
In Name on 81-232