

MORTGAGE RECORD 85

Receiving No. 9764 <

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that Arthur S. Peck, in consideration of the sum of FOUR THOUSAND SEVEN HUNDRED FIFTY-THREE and no/100 Dollars to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto The Prudential Insurance Company of America, a corporation of the State of New Jersey, having its principal office in Newark, New Jersey, its successors and assigns, one certain mortgage dated the 6th day of June, 1939, executed by D. Don Haines and Vera Evelyn Haines, husband and wife, to Arthur S. Peck and given to secure the payment of FOUR THOUSAND NINE HUNDRED and no/100 Dollars, and the interest thereon, duly filed for record in the office of the Register of Deeds of Douglas County, Kansas and recorded in Book 83 on Page 599 on the 7th day of June, 1939, and re-recorded in Book 85 on Page 98 on the 28th day of November, 1939, together with the note, debts and claims secured by said mortgage and the covenants contained in said mortgage, and the said Arthur S. Peck hereby covenants, promises and agrees to and with The Prudential Insurance Company of America, that there is now due and owing upon the said note and mortgage the sum of FOUR THOUSAND SEVEN HUNDRED FIFTY-THREE and no/100 Dollars, principal, together with interest thereon as set forth in said note from April 1, 1940.

IN WITNESS WHEREOF, I have hereunto set my hand this 6th day of April, 1940.

Arthur S Peck

STATE OF KANSAS)
COUNTY OF DOUGLAS)SS

Be it remembered, that on this 6th day of April, 1940, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came ARTHUR S. PECK, who is personally known to me to be the same person who executed the foregoing instrument, and such person duly acknowledged the execution of the same.

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

Chas. E. Louk

(SEAL) My Commission Expires: Jan 26, 1943

Notary Public, Douglas County, Kansas

Recorded April 6, 1940 at 8:45 A.M.

Ward D. Beck

Register of Deeds

Receiving No. 9768 <

MORTGAGE

Reg. No. 2237 <

Fee Paid \$10.00

THIS INDENTURE, Made this sixth day of April, 1940, by and between George F. Humphrey and Nina M. Humphrey, 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 United States, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Four thousand and no/100 Dollars (\$4,000.00), 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:

The East one-half ($\frac{1}{2}$) of Lot Numbered Five (5) and the North one-half ($\frac{1}{2}$) of the East one-half of Lot Numbered Six (6) in George C. Smith's Addition to 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, rancles, 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 Four thousand and no/100 Dollars (\$4,000.00), 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 (4 $\frac{1}{2}$ %) 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 Thirty and 60/100 Dollars (\$30.60), commencing on the first day of August, 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 July, 1955.

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 Mortgagee's obligation to the Federal Housing Administrator for mortgage insurance.

For Value received of the above named Mortgagor, I hereby certify that the foregoing is a true and correct copy of the original mortgage and note as recorded in Book 84 of the Register of Deeds of Douglas County, Kansas. 4-10-40 11:15 AM

Ward D. Beck
Register of Deeds