

## MORTGAGE RECORD 85

If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 2 hereof, which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (b) of Paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and in default thereof the Mortgagee may pay the same.

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 sum 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. Appraisement 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.

W. Clayton Boardman  
Edna O. Boardman

STATE OF KANSAS )  
COUNTY OF DOUGLAS)SS.

BE IT REMEMBERED, that on this eighteenth day of April, 1940, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared W. Clayton Boardman & Edna O. Boardman, 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.

(SEAL)  
My Commission expires September 17, 1941.

E. B. Martin  
Notary Public

Recorded April 30th, 1940 at 4:55 P. M.

*Handwritten Signature* Register of Deeds

Receiving No. 9976 <

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 W. Clayton Boardman and Edna O. Boardman, his wife, to said The First National Bank of Lawrence, Lawrence, Kansas, on the eighteenth day of April, 1940, and secured upon the following described real estate situated in Douglas County, State of Kansas:

Commencing at a point on the South line of the Northeast Quarter ( $\frac{1}{4}$ ) of the Southeast Quarter ( $\frac{1}{4}$ ), Section One (1), Township Thirteen (13), Range Nineteen (19), Forty (40) rods West of the West line of the Highway on the East side of said Quarter ( $\frac{1}{4}$ ) section; thence North twenty (20) rods; thence East Two (2) rods; thence North Twenty (20) rods; thence West to the Northeast corner of the tract sold to D. H. Wiggins Twenty (20) rods East of the West line of the said Quarter ( $\frac{1}{4}$ ) Quarter ( $\frac{1}{4}$ ) section; thence South forty (40) rods to the South line of said Quarter ( $\frac{1}{4}$ ) Quarter ( $\frac{1}{4}$ ) section; thence east to the place of beginning containing five (5) acres more or less also Commencing at a point in the Southeast Quarter ( $\frac{1}{4}$ ), Section One (1) Township Thirteen (13), Range Nineteen (19), Twenty (20) rods West of the Southwest corner of the parcel of land now owned and occupied (June 3, 1867) as a homestead of Wm. Brown and Sixty (60) rods West of the East line of said Quarter ( $\frac{1}{4}$ ) Section; thence West Twenty (20) rods; thence North Forty (40) rods to a point Forty (40) rods South of the North line of said Quarter ( $\frac{1}{4}$ ) section; thence East Twenty (20) rods; thence South Forty (40) rods to the place of beginning, which mortgage is duly recorded in Mortgage record No. 85 at Page 271 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 thirtieth day of April, 1940.

ATTEST:  
Kelvin Hoover (CORP. SEAL)  
Cashier

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

CORPORATION ACKNOWLEDGMENT

STATE OF KANSAS )  
COUNTY OF DOUGLAS)SS

On this thirtieth day of April, 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