

MORTGAGE RECORD 85

Receiving No. 10881 <

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 Paul B. Rogers and Mary Frances Rogers, his wife to said The First National Bank of Lawrence, Lawrence, Kansas, on the fourteenth day of May, 1940, and secured upon the following described real estate situated in Douglas County, State of Kansas:

Beginning at a point fifty (50) feet West of the Southwest corner of Lot 6, Block 2, West Hills, on the West line of Emory Road; thence West sixty-seven and sixteen hundredths (67.16) feet; thence North one hundred thirty-six (136) feet; thence East eighty-one and forty-one hundredths (81.41) feet to the West line of said Emory Road; thence South along the West line of Emory Road to point of beginning,

which mortgage is duly recorded in Mortgage Record No. 86 at Page 284 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 September, 1940.

ATTEST

Kelvin Hoover
Cashier

(CORP. SEAL)

THE FIRST NATIONAL BANK OF LAWRENCE
Lawrence, Kansas

By George Looking
Vice President

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss

On this twenty-eighth day of Sept., 1940, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally appeared George Looking, to be 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 Sept. 17, 1941

Recorded September 28, 1940 at 3:30 P.M.

Harold B. B. B.

Register of Deeds

Receiving No. 10886 <

MORTGAGE

Reg. No. 2442 <
Fee Paid \$9.00

THIS INDENTURE, Made this 19th day of September, 1940, by and between D. S. Hults, a single man of Douglas County, Kansas, Mortgagor, and The Security Benefit Association, a corporation organized and existing under the laws of Kansas, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Three Thousand Six Hundred and 00/100 Dollars (\$3,600.00), 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 Sixty-three (63) on Tennessee Street in the City of Lawrence

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereto 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, 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 or, 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 Three Thousand Six Hundred and 00/100 Dollars (\$3,600.00), 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 1/2%) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The Security Benefit Association in Topeka, Kansas, or at such other place as the holder of the note may designate in writing, in monthly installments of Twenty-two and 79/100 Dollars (\$22.79), commencing on the first day of November, 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 October, 1960.

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:

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