

MORTGAGE RECORD 85

Receiving No. 11142 <

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 Alberta S. Hulteen and A. George Hulteen, her husband, to said The First National Bank of Lawrence, Lawrence, Kansas, on the sixth day of November, 1940, and secured upon the following described real estate situated in Douglas County, State of Kansas:

That part of the Northeast quarter (NE $\frac{1}{4}$) of Section Six (6), Township thirteen (13) South of Range twenty (20), described as follows:

Beginning at a point 80 rods, 1 1/2 feet South of the North line and 80 rods East of the West line of said Northeast one-quarter (NE $\frac{1}{4}$); thence West 693 feet to the center line of Learnard Avenue; thence South on center line of Learnard Avenue 259 feet for a point of beginning, thence East 153 feet; thence North 80 feet; thence West 155 feet to the center line of Learnard Avenue; thence South on center line of Learnard Avenue 50 feet to the point of beginning, all East of the sixth Principal Meridian, also easement running with the land as follows:

An easement for sewer line connection across the land owned by grantors and for ingress and egress on said land of grantors for repair or replacement purposes in connection therewith.

which mortgage is duly recorded in Mortgage Record No. 85 at Page 441 in the office of the Register of Deeds, Douglas County, State of Kansas. The foregoing mortgage being given to correct the mortgage dated July 20, 1940, recorded in Book 85 at Page 365, in the office of the Register of Deeds, Douglas County, 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 nineteenth day of November, 1940.

ATTEST:

Kelvin Hoover
Cashier

(CORP. SEAL)

THE FIRST NATIONAL BANK OF LAWRENCE,
Lawrence, Kansas

By George Docking
Vice President

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss

On this nineteenth day of November, 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.

E B Martin

Notary Public

(SEAL) My Commission Expires September 17, 1941.

Recorded November 19, 1940 at 4:12 P.M.

Ward A. Beck Register of Deeds

Receiving No. 11144 <

MORTGAGE

Reg. No. 2495
Fee Paid \$9.00

THIS INDENTURE, Made this sixteenth day of November, 1940, by and between H. L. Sutherland and Ruth G. Sutherland, 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 Thirty-six hundred and no/100 Dollars (\$3600.00), 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:

Lots Numbered thirty-four (34), thirty-five (35), thirty-six (36), forty-nine (49), fifty (50) and fifty-one (51), all in Brezedale, an 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, furnishings, heaters, ranges, stoves, 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 Thirty-six hundred and no/100 Dollars (\$3600.00), 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 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 Twenty-seven and 54/100 Dollars (\$27.54), commencing on the first day of March, 1941, 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 February, 1956.

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, or the first day of any month prior to maturity; provided, however, that written notice of an intention to

This assignment is on 11-19-40