

MORTGAGE RECORD 85

ment 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 August 19, 1943

Geo. D. Walter
Notary Public.

Recorded February 1, 1941 at 2:32 P.M.

Register of Deeds

Receiving No. 11433 <

ASSIGNMENT OF REAL ESTATE MORTGAGE

FOR VALUE RECEIVED, We hereby sell, transfer and assign to The RFC Mortgage Company without recourse in any event our right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by Charles Short and Mary Short, his wife to The Lawrence National Bank Lawrence, Kansas, which mortgage is recorded in Book 85 of Mortgages, Page 477, in the office of the Register of Deeds in Douglas County, Kansas.

In Witness Whereof, we have hereunto set our hands this 1st day of February 1941

Attest:

Geo W Kuhn
Cashier.

(CORP. SEAL)

THE LAWRENCE NATIONAL BANK
LAWRENCE, KANSAS
By Geo D Walter
Vice-President.

STATE OF KANSAS)
COUNTY OF DOUGLAS)SS

BE IT REMEMBERED, That on this 1st day of February, 1941, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Geo. D. Walter, Vice-President of the Lawrence National Bank, Lawrence, Kansas, a Corporation duly organized, incorporated and existing under and by virtue of the laws of the United States of America, and Geo. W. Kuhn, Cashier of said Corporation, who are personally known to me to be such officers and who are personally known to me to be the persons who executed, as such officers, the within instrument of writing on behalf of such Corporation and such persons duly acknowledged the execution of the same to be the act and deed of said Corporation.

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

W A Schaaf
Notary Public.

(SEAL) MY COMMISSION EXPIRES APRIL 25, 1943.

Recorded February 1, 1941 at 2:33 P.M.

Register of Deeds

Receiving No. 11444 <

MORTGAGE

Reg. No. 2565
Fee Paid \$10.00

THIS MORTGAGE, made the Twenty-seventh day of November A.D. 1940, Between MARGARET E. GRAY, a Widow; FLORENCE GRAY, a single woman; FRED GRAY and IDA GRAY, his wife, of the County of Douglas, and State of Kansas; LEE GRAY and JESSIE GRAY, his wife, of the County of Greene, and State of Missouri, parties of the first part, and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a body corporate, existing under and by virtue of the laws of New Jersey and having its chief office in the City of Newark, State of New Jersey, party of the second part,

Witnesseth: That whereas the said parties of the first part are justly indebted to the said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA for money borrowed in the sum of FOUR THOUSAND AND NO/100 DOLLARS, to secure the payment of which they have executed their promissory note of even date herewith for FOUR THOUSAND AND NO/100 Dollars, payable in annual payments, the first payment of ONE HUNDRED AND NO/100 Dollars being payable on the third day of January, 1942, and a like amount being payable annually thereafter, and the final payment, which shall be for the full amount of the balance due on said note, being payable on the third day of January, 1946, which said sum of FOUR THOUSAND AND NO/100 Dollars bears interest at the rate in said note set forth, payable semi-annually, on the third day of January and July of each year.

Said note provides that both principal and interest bear interest after maturity or upon any default in the payment of principal and/or interest at the rate of ten per cent. per annum, and said note is made payable to the order of said THE PRUDENTIAL INSURANCE COMPANY OF AMERICA at its office in Newark, New Jersey, in lawful money of the United States of America.

Now, therefore, this Indenture Witnesseth: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the County of Douglas and State of Kansas, to wit:

The East Half of the Southeast Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$) of Section Thirty (30), Township Thirteen (13) South, Range Nineteen (19) East of the Sixth Principal Meridian, containing Eighty (80) acres, more or less, and subject to pole line easement.

And the said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due, and to pay all taxes, and assessments of any type or nature against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part, or assigns, on account of said loan, either by the State of Kansas or by the county or town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part, in some solvent incorporated insurance company or companies approved by the said party of the second part, for a sum satisfactory to the party of the second part, or assigns, for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein, or assigns, as collateral security for the debt hereby secured. The said parties of the first part further agree to keep the buildings and other improvements on the said premises in as good condition and repair as they are at this date, and shall not permit nor suffer any waste in and to the property, or any part thereof, and any violation of this covenant shall, at the option of the party of the second part, render the whole of said principal sum and interest due and payable immediately.