

## MORTGAGE RECORD 85

and profits, nor be accountable therefor, except as to sums actually collected by it, and that the lessees in any such leases shall account for such rights, rents, royalties or benefits to the parties of the first part, or their assigns, until notified by the legal holder hereof to account for and pay over the same to such legal holder. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

SIXTH. If such payments be made as herein specified, this conveyance shall be void, and is to be released at the expense of said party of the second part; but if said principal or interest notes, or any part thereof, or any interest thereon, be not paid according to the terms of said notes, or if said taxes or assessments be not paid as provided herein, or if default be made in the agreement to insure, or in the covenant against incumbrances, or any other covenant herein contained, then this conveyance shall, at the option of second party, become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, or assigns, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, without further notice. In case of such foreclosure, said real estate shall be sold without appraisalment.

IN WITNESS WHEREOF, The said party of the first part has hereunto subscribed her name and affixed her seal, on the day and year above mentioned.

Phy M Nichols

STATE OF KANSAS, )  
County of SHAWNEE ) ss.

BE IT REMEMBERED, That on this 10 day of April A.D. 1941, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Phy M. Nichols, a widow woman to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

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

Harold M. Guillems  
Notary Public.

(SEAL) (Commission expires MARCH 8 1945)

Recorded April 11, 1941 at 9:45 A.M.

*Ward A. Beck* Register of Deeds

Receiving No. 11749

(The following is endorsed on the back of the original instrument, recorded in Book 82, page 136.)

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS, That W M Clark, Executor of the Will and Estate of Cornelius Scott, deceased of Douglas County, in the State of Kansas, the within-named mortgagee in consideration of Nine hundred DOLLARS to him in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto The Baldwin State Bank, Baldwin City Kans heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER. Subject nevertheless to the conditions therein named.

IN WITNESS WHEREOF, The said mortgagee has hereunto set his hand this 9 day of Nov 1938

W M Clark  
Executor of the Will and Estate  
of Cornelius Scott deceased.

STATE OF KANSAS, )  
Douglas County, ) ss.

Be it Remembered, That on this 9<sup>th</sup> day of Nov A.D. 1938 before me, C B Butell, a Notary Public in and for said County and State, came W M Clark Executor of the Will & Estate of Cornelius Scott, deceased to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

C B Butell  
Notary Public.

(SEAL) My Commission Expires 9 - 4 - 1940

Recorded April 12, 1941 at 10:30 A.M.

*Ward A. Beck* Register of Deeds

Receiving No. 11750

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 Security Benefit Association, Topeka, Kansas, 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 covenants therein described, to-wit: One certain mortgage executed by Leo L. Hadley and Ruth Hadley, his wife, and Leo L. Hadley, to said The First National Bank of Lawrence, Lawrence, Kansas, on the eight day of February, 1941, and secured upon the following described real estate situated in Douglas County, State of Kansas:

The North one-half (N $\frac{1}{2}$ ) of the North one-half (N $\frac{1}{2}$ ) of the Southwest one-quarter (SW $\frac{1}{4}$ ) of Section sixteen (16) Township fifteen (15) South of Range twenty (20) East of the 6th Principal Meridian,

which mortgage is duly recorded in Mortgage record No. 85, at Page 483, in the office of the Register of Deeds, Douglas County, State of Kansas, and again recorded in Mortgage record No. 85, at Page 563, 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 twelfth day of April, 1941.

THE FIRST NATIONAL BANK OF LAWRENCE  
Lawrence, Kansas

Attest:  
E B Martin  
Assistant Cashier

By George Locking  
Vice President