

MORTGAGE RECORD 85

603

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 four and one-half per centum (4½%) 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. Appraisalment 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.

Edna Lindley Ellis
Otto Ellis

STATE OF KANSAS, }
COUNTY OF DOUGLAS } ss:

BE IT REMEMBERED, that on this 20th day of May, 1941, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Edna Lindley Ellis and Otto Ellis, her husband, 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.

Geo. D. Walter
Notary Public.

(SEAL) My Commission expires: August 19, 1943.

Recorded May 24, 1941 at 3:15 P.M.

Harold D. Beck Register of Deeds

Receiving No. 11973

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, We hereby sell, transfer and assign to Federal National Mortgage Association without recourse in any event, all our right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by Edna Lindley Ellis and Otto Ellis, her husband to the Lawrence National Bank Lawrence, Kansas, which mortgage is recorded in Book 85 of Mortgages, Page 601, in the office of the Register of Deeds in Douglas County, Kansas.

In Witness Whereof, We have hereunto set our hands this 21st day of May 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 21st day of May, 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 Schaal
Notary Public

(SEAL) My Commission Expires: April 25, 1943.

Recorded May 24, 1941 at 3:20 P.M.

Harold D. Beck Register of Deeds

Receiving No. 11983

MORTGAGE

THIS INSTRUMENT, Made this 1st day of March in the year of our Lord one thousand nine hundred and forty one, between J. F. Madl and Barbara Madl, husband and wife of Baldwin, in the County of Douglas and State of Kansas parties of the first part, and John W. Frye or Edna Frye, or the survivor parties of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of \$2,350.00 Twenty Three Hundred Fifty & No/100 DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold, and by these presents do GRANT, BARGAIN, SELL and MORTGAGE to the said parties of the second part their heirs and assigns, forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

Northeast Quarter of the Northeast Quarter of Section Twenty-five (25), Township Fourteen (14), Range Twenty (20), and
West one-half of the West one-half of the Northwest Quarter of Section Thirty (30), Township Fourteen (14), Range Twenty-one (21)

with the appurtenances, and all the estate, title and interest of the said parties of the first part herein. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances whatsoever.

First party hereby agrees to keep both fire and tornado policies of insurance on the buildings on said premises, in some company or companies approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$ Fifteen Hundred & No/100 Dollars each, and shall deliver the policies to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid therefor, with interest at ten per cent per annum, and this mortgage shall stand as security therefor.

Reg. No. 2866
Fee Paid \$5.75

For filing see next page