

## DOUGLAS COUNTY

Receiving No. 12743

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 RFC Mortgage Company 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 K. Wayne Davidson and Katherine J. Davidson, his wife, to said The First National Bank of Lawrence, Lawrence, Kansas, on the 13th day of October, 1941, and secured upon the following described real estate situated in Douglas County, State of Kansas:

Lots numbered Eleven (11) and Twelve (12) in Block Five (5) in Haskell Place, an addition to the City of Lawrence,

which mortgage is duly recorded in Mortgage record No. 88 at Page 28 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 13th day of October, 1941.

Attest:

E B Martin  
Assistant Cashier

(CORP. SEAL)

THE FIRST NATIONAL BANK OF LAWRENCE,  
Lawrence, Kansas

By: F. C. Whipple  
Vice President

State of Kansas, County of Douglas, ss:

On this 13th day of October, 1941, before me, the undersigned, a Notary Public, in and for the county and state aforesaid, personally appeared F. C. Whipple 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. J. Coy  
Notary Public

(SEAL) My Commission Expires July 11, 1945

Recorded October 14, 1941 at 8:40 A.M.

*Harold A. Beck* Register of Deeds

Reg. No. 2817  
Fee Paid  
\$10.75

Receiving No. 12755

MORTGAGE

THIS INDENTURE Made this 14th day of October in the year of our Lord nineteen hundred and forty-one by and between John Skie and Mary Skie, husband and wife of the County of Douglas and State of Kansas, parties of the first part and THE CENTRAL TRUST COMPANY, party of the second part:

Witnesseth, That the said parties of the first part, in consideration of the sum of FOUR THOUSAND THREE HUNDRED DOLLARS, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, to-wit:

Lot One (1), Block Two (2), in West Hills' Addition to the City of Lawrence.

To Have and to Hold the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its successors and assigns, forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that 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 incumbrances, and that they will warrant and defend the same in the quiet and peaceable possession of said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

Provided, Always, and these presents are upon the following agreements, covenants and conditions, to-wit: FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of FOUR THOUSAND THREE HUNDRED DOLLARS, according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable as follows:

November 1 1942	\$ 100.00	19	\$
November 1 1943	\$ 100.00	19	\$
November 1 1944	\$ 100.00	19	\$
November 1 1945	\$ 100.00	19	\$
November 1 1946	\$3900.00	19	\$

to the order of the said party of the second part with interest thereon according to the terms of said note; Both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, which shall be legal tender in payment of all debts and dues, public and private, at the time of payment, at GUARANTY TRUST COMPANY, New York, N. Y., or at such other place as the legal holder of the principal note may in writing designate, and said note bearing ten per cent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, buildings and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of FIVE THOUSAND DOLLARS, in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgagee clauses, all the policies of insurance on said buildings and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed, and may pay any unpaid taxes or assessments charged against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by receiver or otherwise, as it may elect.

For assignment, see 8853