

DOUGLAS COUNTY

Receiving No. 15039

Reg. No. 3023
Fee Paid \$10.00

MORTGAGE

THIS INDENTURE, Made this 23rd day of April, in the year of our Lord one thousand nine hundred forty-two, between Stella Jean Barteldes and Ben A. Barteldes, her husband in the County of Douglas and State of Kansas, of the first part, and The Prairie State Bank, Augusta, Kansas, of the second part,

WITNESSETH, That the said parties of the first part, in consideration of the sum of Four Thousand and no/100 DOLLARS, to _____ duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, its successors 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:

Lots Numbered Fifteen (15) and Sixteen (16) in Block Three (3) in Haskell Place, an addition to the City of Lawrence, Douglas County, Kansas.

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Stella Jean Barteldes and Ben A. Barteldes, her husband 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 incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Four Thousand and no/100 DOLLARS, according to the terms of one certain promissory note this day executed by the said Stella Jean Barteldes and Ben A. Barteldes, her husband to the said party of the second part; said note being given for the sum of Four Thousand and no/100 DOLLARS, dated April 24, 1942, due and payable \$50.00 monthly from date hereof with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said part of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of --insurable value-- DOLLARS, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the part of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent. per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the part of the second part, and all sums paid by the part of the second part for insurance, shall be due and payable, or not, at the option of the part of the second part; and it shall be lawful for the part of the second part, its successors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law - appraisal hereby waived or not, at the option of the part of the second part, its successors administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the partmaking such sale, on demand, to the said Stella Jean Barteldes and Ben A. Barteldes, her husband heirs or assigns.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Stella Jean Barteldes
Ben A. Barteldes

STATE OF KANSAS, Butler County, ss.

BE IT REMEMBERED, That on this 23rd day of April, A. D. 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Stella Jean Barteldes and Ben A. Barteldes, her husband, to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

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

(SEAL) My commission expires Nov. 29, 1945

Hazel Eldringhoff
Notary Public

Recorded June 15, 1942 at 11:00 A. M.

Harold A. Beck Register of Deeds

Receiving No. 15042

ASSIGNMENT

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 Russel A. Hall and Elizabeth Hall, his wife, to said The First National Bank of Lawrence, Lawrence, Kansas, on the 12th day of June, 1942, and secured upon the following described real estate situated in Douglas County, State of Kansas:

The North forty-five (N45) feet of Lot No. 156 on Rhode Island Street in the City of Lawrence, which mortgage is duly recorded in Mortgage Record No. 88 at Page 170 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 President, and its corporate seal to be affixed this 15th day of June, 1942.

THE FIRST NATIONAL BANK OF LAWRENCE
Lawrence, Kansas
By George Docking President

ATTEST: Kelvin Hoover Cashier (CORP. SEAL)
STATE OF KANSAS)
COUNTY OF DOUGLAS)SS

On this 15th day of June, 1942, 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 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.

(SEAL) My Commission Expires September 17, 1945.

E. B. Martin
Notary Public

Recorded June 15, 1942 at 2:15 P. M.

Harold A. Beck Register of Deeds.

Nov. 1, 1947
Received by Stella Jean Barteldes & Ben A. Barteldes, the within named mortgage, the sum of Four Thousand Dollars, in full satisfaction of the within mortgage.
(Copy Seal)
The Prairie State Bank, Augusta, Kansas
J. P. Haines, President

This release was written on the original mortgage

this 4 entered day of Nov. 1947

Harold A. Beck
Reg. of Deeds

Deputy