## DOUGLAS COUNTY

4. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and in default thereof the Mortgagee

4. That is not not not not the provision has not been made hereinbefore, and in default thereor the mortgagee may pay the same.
5. That he will keep the premises above conveyed in as good order and condition as they are now, and will not commit or permit any waste thereof, reasonable wear and tear excepted.
6. That the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, easualties and contingencies in such amounts and for such periods as it may require and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by it and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by the Mortgagee instead of to the Mortgagee and the Mortgagee jointly and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option, either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged. In event of foreclosure of this mortgage or other transfer of title to the mortgaged property in extinguishment of the debt secured hereby, all right, title and interest of the Mortgagor in and to any insurance policies then in force shall pass to the prichaser or grantee.

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 contum.  $(4\frac{1}{2}\%)$  per annum from the date of such advance shall be payable

interest thereof at four and one-half per centum (42%) 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 sums owing by the Mortgager 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 poss-ession 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 forelosed. Appraisement 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,

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) has hereunto set his hand(s) and seal(s) the day and year first above written.

Carl C. Bucheim

Notary Public

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## STATE OF Kansas

STATE OF Aansas ) COUNTY OF Douglas ) SS: BE IT REMEMBERED, that on this 15th day of July, 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Carl C. Bucheim, a single man to me personally known to be the same persons(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

same. IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written. E B Martin

(SEAL) My Commission Expires Sept. 17, 1945.

. Register of Deeds

Recorded July 17, 1942 at 1:25 P.M.

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Receiving No. 15214

## 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 DeSoto State Bank, DeSoto, 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 tenements therein test described, to-wit: One certain mortgage executed by Carl C. Bucheim, a single man, to said The First National Bank of Lawrence, Lawrence, Kansas, on the 9th day of July, 1942, and secured upon the following described real estate situated in Douglas County, State of Kansas:

Lot Numbered eithty-three (83) on Rhode Island Street in the City of Lawrence,

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hich mortgage is duly recorded in Mortgage record No 88 at Page 215 in the office of the R<sub>b</sub>gister of Deeds

which mortgage is duly recorded in Association 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 17 day of July, 1942. THE RIRST NATIONAL BANK OF LAWRENCE Lawrence, Kansas

Kelvin Hoover

L BANK OF LANDA Lawrence, Kansas George Docking President

Cashier STATE OF KANSAS

STATE OF KANSAS ) COUNTY OF DOUGLAS ) SS.

COUNTY OF DOUGLAS ) SS. On this 17 day of July, 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 ex-ecuted the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said cor-poration, 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 Setptember 17, 1945

E B Martin Notary Public

Recorded July 17, 1942 at 1:30 P.M.

Aarolf G. Beck Register of Deeds

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