

DOUGLAS COUNTY

And for me and in my name to make, execute, acknowledge, and deliver good and sufficient deeds of conveyance for the same with or without covenant of warranty.
Hereby giving unto my said attorney in fact, full authority and power to do everything whatsoever requisite or necessary to be done in the premises as fully as I could or might do if personally present.
Hereby confirming and ratifying all that my said attorney in fact shall lawfully do or cause to be done here.
WITNESS MY HAND this 26th day of August A D, 1942.

Evadne M. Laptad

Territory of Hawaii)
City & County of Honolulu) SS

BE IT REMEMBERED, That on this 26th day of August A D 1942 before me, Robert Isnikawa a Notary Public in and for said City & County and Territory came Evadne M. Laptad 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.
My Commission Expires June 30, 1945

Robert Isnikawa
Notary Public

(SEAL)

Recorded September 16, 1942 at 9:07 A. M.

Register of Deeds

Receiving No. 15639

RENT ASSIGNMENT

WHEREAS, Hugo E. Tangeman and his wife, Ruth Agnes Tangeman are owners of the following described property in Douglas County, Kansas, to-wit:

The North 40 feet of Lot No. One Hundred Fifty Five (155) on Tennessee Street in the City of Lawrence.

WHEREAS, on this day the owners of said property have made, executed and delivered to THE DOUGLAS COUNTY BUILDING AND LOAN ASSOCIATION, a corporation of Lawrence, Kansas, their promissory note in the sum of \$2350.00 secured by a mortgage this day executed, acknowledged and delivered to said THE DOUGLAS COUNTY BUILDING AND LOAN ASSOCIATION, on the above described property, and

WHEREAS, as a part of the consideration of said loan this assignment of rent is made.

THEREFORE, in consideration of the lending of said money by THE DOUGLAS COUNTY BUILDING AND LOAN ASSOCIATION to the undersigned owners of said property, they hereby assign to said THE DOUGLAS COUNTY BUILDING AND LOAN ASSOCIATION all the rents and income arising at any and all times from the above described property and hereby appoint THE DOUGLAS COUNTY BUILDING AND LOAN ASSOCIATION, or its duly appointed agent, their attorney for them and in their name and stead, to rent said property and to demand, receive and collect from the tenant occupying said premises all rentals now due or which shall become due from said tenants on account of their regular monthly rentals on the above described property and to apply such rentals toward the payments provided in said note and mortgage, insurance premiums, taxes repairs or improvements necessary to keep said property in a tenantable condition and the payment of any and all other charges provided for in said note and mortgage.

The makers hereof further agree as follows:

First. That in case of default in payments provided in said note and mortgage the said THE DOUGLAS COUNTY BUILDING AND LOAN ASSOCIATION shall take possession of said property and thereupon said Association shall become a Mortgagee in Possession of said Property.

Second. That the undersigned owners shall to the best of their ability and in good faith use their best efforts to keep said property constantly occupied by responsible tenants and use their best endeavors to cause such property to produce the best income it is capable of producing.

Third. That this contract and agreement shall in no way obligate the above Association to secure tenants for the above described property or to make any endeavor whatsoever to cause said property to produce the best income of which it is capable of producing.

Fourth. It is further agreed that the said Association is in no way responsible for a failure to collect rents due or to become due from a tenant or tenants of said premises.

Fifth. That should the undersigned owners at any time sell, convey, or dispose of the above described property before the repayment of the above mentioned obligation, this contract and agreement shall be binding upon the purchasers.

Sixth. It is further agreed that failure by the above THE DOUGLAS COUNTY BUILDING AND LOAN ASSOCIATION or its duly appointed agent, to exercise its rights and powers under this contract and agreement shall not be considered, or construed, or, in fact, be an abrogation of this contract, but said Association may at any time it may see fit to do so exercise its rights to collect the rents as hereinbefore set forth, or may waive such rights without notice to the owners for any period of time as it may choose, and may at any time renew without notice to the owners the exercise of such rights and powers; the intent and purpose of this contract and agreement being that so long as any part of the indebtedness owing to it by the undersigned owners as above set forth, remains unpaid, in accordance with the terms of the note hereinbefore described, this contract and agreement and all its terms and provisions, shall remain in full force and effect, to be exercised as said Association may desire.

Seventh. Upon payment in full of all indebtedness to the above Association from the undersigned owners or their assigns, as hereinbefore mentioned, this contract and agreement shall become null and void and of no further effect.

IN WITNESS WHEREOF, this assignment is signed by the owners of the property, this 5th day of September, 1942.

Hugo E Tangeman
Ruth Agnes Tangeman

STATE OF KANSAS)
County of Douglas) SS.

Be it remembered, that on this fifteenth day of September, A. D. 1942, before me the undersigned, a Notary Public in and for the County and State aforesaid, came Hugo E. Tangeman and his wife, Ruth Agnes Tangeman who are personally known to me to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and Notarial Seal the day and year above written.

John C Emick
Notary Public

(SEAL) My Commission expires January 13th, 1944.

Recorded September 16, 1942 at 9:10 A. M.

Register of Deeds
