MORTGAGE RECORD 88

261:

Receiving No. 15792

MORTGAGE 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 DeSoto State Bank, DeSoto, Kansas, and its future assigns, all its right, title and interest in and to one certain real estate mortgage, the promiss-ory note, debts, and claims, thereby secured, and the lands and tenements therein described, to-wit: One cer-tain mortgage executed by W. A. Moore and Alice E. Moore, his wife, to said The First National Bank of Lawrence Lawrence. Kansas, on the 18th day of Sontamber, 1942, and secured upon the following described real estate sti-Lawrence, Kansas, on the 18th day of September, 1942, and secured upon the following described real estate sit uated in Douglas County, State of Kansas. Lot number fifty-four (54) on Kentucky Street, in the City of Lawrence, which mortgage is duly recorded in mortgage accord and the provided of the pro which mortgage is duly recorded in Mortgage Record No. 88, at Page 252, in the office of the Register of Deeds, COUNTY OF DOUGLAS) SS. COUNTY OF DOUGLAS) SS. On this 6th day of October, 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. E B Martin Notary Public (SEAL) My Commission Expires September 17, 1944. arold a. Beck "ecorded October 7th 1942 at 10:00 A. M. Register of Deeps ********** Receiving No. 15793 Reg. No. 3172 Fee Paid \$5.00 MORTGAGE This Indenture, Made this 2nd day of October A. D. 1942 by and between Milton Conrad McGrew and Viola Anna McGrew, his wife of the County of Douglas and State of Kansas, parties of the first part, and THE SECURITY ENERFIT ASSOCIATION, a corporation organized and existing under the lews of Kansas, located at Topeka, Shawnee County, Kansas, party of the second part: WITNESSETE, That the said parties of the first part, in consideration of the sum of TWO THOUSAND and 00/100 DOILARS, 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 descripted ed real estate, situated in the County of Douglas and State of Kansas, to-wit: The South Sixty-five (65) feet of Lot Four (4) on Indiana Street in Block Seventeen (17) in that part of the City of Lawrence known as West Lawrence TO FAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belong-ing or in anywise appertaining, and all rights of homestead exemption and every contigent right or estate there in, unto the said party of the second part, its successors and assigns, forever. 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 in-cumbrances and that they will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whom scover. \$ 90 ine. soever. PROVIDED, Always, and these presents are upon the following covenants and conditions, to-wit: FIRST. That said parties of the first part are justly indebted to the said second party in the sum of the first part are justly indebted to the said second party in the sum of the first part. In consideration of the actual loan of the sum aforesaid, payable to the order of said second party as follows: \$50.00 due April 1, 1943 \$50.00 due April 1, 1948 50.00 due October 1, 1943 50.00 due October 1 1948 soever. \$50.00 due April 1, 50.00 due October 1 due April 1, due October 1, 50.00 due April 1, 50.00 due October 1, 1949 1949 Barnet 50.00 1944 50.00 1944 due April 1, due October 1, due April 1, 50.00 1945 50.00 due April 1 1950 50.00 due October 1 50.00 1945 1950 Hopescustion 50.00 due April 1, 50.00 due October 1, ratane 50.00 1946 1951 50.00 à due October 1, 1946 1951 due April 1, due October 1 50.00 due April 1, 1,050.00 due October 1, 1947 1952 1952 50.00 1947 with interest thereon from October 1, 1942 until maturity, at the rate of --per cent per annum, payable sent-annually on the first days of April and October in each year, 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 State of America, at the office of THE SECURITY BENEFIT ASSOCIATION, in Topeka, Kansas, and all of said notes bearing ten nde Contritus ritter and shall deliver the policies and renowal receipts to said second party, and should said first party neglect as so to do the legal holder hereof may effect such insurance, and recover of said first party the amount paid for the second party is a second party is a second party is a second party in the second party is a second party is a second party in the second party is a second party is a second party is a second party in the second party is a second part

therefor with interest at ten per cent per annum, and this mortgage shall stand as security therefor. FOURTH. That said first party shall keep all fences, buildings and other improvements on said premises in as good condition and repair as they now are, and shall not suffer waste nor permit the value of said premises