

## DOUGLAS COUNTY

Receiving No. 16184

MORTGAGE RELEASE

WHEREAS, O. H. GARBER and FLORENCE S. GARBER, husband and wife, by their certain mortgaged dated March 27, 1941, recorded in Book 85 on Page 507 of the records of Douglas County, Kansas conveyed and mortgaged unto the PHOENIX JOINT STOCK LAND BANK OF KANSAS CITY, MISSOURI, certain real estate therein described located in Douglas County, Kansas, to secure the sum of \$750.00, and

WHEREAS, PHOENIX JOINT STOCK LAND BANK OF KANSAS CITY, MISSOURI, duly and regularly assigned said mortgage to O. F. NEAL, by written instrument of assignment dated the 24th day of April, 1941, and

WHEREAS, said note and mortgage have been fully paid and said O. H. GARBER and FLORENCE S. GARBER, husband and wife, are entitled to a full release of said mortgage.

NOW, THEREFORE, KNOWN ALL MEN BY THESE PRESENTS, that O. F. NEAL does hereby acknowledge full satisfaction of said mortgage and does hereby release the above mentioned real estate from the lien of said mortgage.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 12th day of October, 1942.

Dorothy Janousek  
WITNESS

O. F. Neal  
O. F. NEAL

STATE OF NEBRASKA, COUNTY OF DOUGLAS, ss.

BE IT REMEMBERED, that on this 12 day of October, 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came O. F. NEAL, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Maude C. Shepard  
Notary Public in and for said County and State

(SEAL) My commission expires: June 16-1947

Recorded Nov. 3-1942, at 9:55 A.M.

*Harold A. Beck* Register of Deeds

Receiving No. 16185

ASSIGNMENT OF RENT

WHEREAS, Earl L. McFadden and his wife, Anna McFadden are owners of the following described property in Douglas County, Kansas, to-wit:

Commencing at a point 45 feet of the Northwest corner of the North East Quarter of Block Ten (10) in that part of the City of Lawrence known as North Lawrence, thence South 195 feet, more or less to the North line of Right of Way of the Union Pacific Railroad, through said Northeast Quarter of Block Ten (10), thence northeasterly along the North line of said Right of Way to a point due South of a point 75 feet east of beginning, thence North 121.7 feet more or less to Elm Street and the North line of said North East Quarter of said Block Ten (10) thence West 75 feet to the place of beginning.

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 \$1000.00 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 tenable 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 27th day of October, 1942

Witness to Signatures:  
Ada Noihart

Earl L. McFadden  
Anna McFadden