

## DOUGLAS COUNTY

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 purchaser 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 centum (4½%) 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 Mortgagor 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 possession 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 foreclosed. Appraisalment is hereby waived.

9. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within - - - from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the - - - time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

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, 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) have hereunto set their hand(s) and seal(s) the day and year first above written.

Olin G. White  
Lillian F. White

STATE OF KANSAS, COUNTY OF DOUGLAS

BE IT REMEMBERED, that on this 27th day of October, 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Olin G. White and Lillian F. White, his wife, to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

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

(SEAL) My Commission expires April 25, 1943

W. A. Schaaf  
Notary Public

Recorded November 12, 1942, at 1:55 P.M.

*Harold A. Beck* Register of Deeds

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Receiving No. 16265

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, I hereby sell, transfer and assign to Pearl Emick, all my right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by Chris Kannenberg and his wife, to F. J. Emick, which mortgage is recorded in Book 82 of Mortgages, Page 371, in the office of the Register of Deeds in Douglas County, Kansas.

IN WITNESS WHEREOF, I have hereunto set my hand this 31st day of October, 1942

John C. Emick  
Executor of the estate of  
F. J. Emick, deceased

STATE OF KANSAS, DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 31st day of November A.D., 1942 before me, Mary Caroline Greer, a Notary Public in and for said County and State, came John C. Emick, Executor of the estate of F. J. Emick, deceased 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.

(SEAL) My Commission Expires June 8, 1946

Mary Caroline Greer  
Notary Public

Recorded November 12, 1942, at 4:00 P.M.

*Harold A. Beck* Register of Deeds

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Receiving No. 16272

Reg. No. 3251  
Fee paid \$7.50

MORTGAGE

THIS INDENTURE, Made this 7th day of November, 1942, by and between Alma DeNio and Homer DeNio, Wife & Husband, of Abilene, Kansas, Mortgagor, and The United Trust Company, Abilene, Kansas, a corporation organized and existing under the laws of Kansas, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Three Thousand & 00/100 Dollars (\$3,000.00), the receipt of which is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors and assigns, forever, the following-described real estate, situated in the County of Douglas, State of Kansas, to-wit:

Lot Two (2), Block Twenty-Seven (27), in Quivera Place, an addition to the City of Lawrence, Douglas County, Kansas

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all apparatus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures, elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at present contained or hereafter placed in the buildings now or hereafter standing on the said real estate, and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or attached to or used in