

## MORTGAGE RECORD 88

United States of America, at the office of THE SECURITY BENEFIT ASSOCIATION, in Topeka, Kansas, and all of said notes bearing ten per cent interest after due.

SECOND. That the said first party shall pay all taxes and assessments now due, or which may become due, on said premises before the same become delinquent; and in case not so paid, the holder of this mortgage may pay such taxes and assessments, and recover the amount so paid with interest thereon at the rate of ten per cent per annum, and this mortgage shall stand as security therefor. First Party shall pay mortgage registration tax and recording fees on this mortgage, or in case said taxes and fees are paid by second party the amount thereof shall be deducted from the proceeds of this loan.

THIRD. That the said first party shall keep the buildings on said premises insured in some responsible company or companies, approved by said second party, for the benefit of said second party, or assigns, in the sum of not less than \$1,000.00--Fire, \$1,000.00--Windstorm Dollars, and shall deliver the policies and renewal receipt to said second party, and should said first party neglect so to do, the legal holder hereof may effect such insurance, and recover of said first party the amount paid 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 to depreciate by neglect or want of care; and should said first party neglect so to do, said second party or assigns shall be entitled to immediate possession of said premises.

FIFTH. In case of default of payment of any sum herein covenanted to be paid for the period of ten days after the same becomes due, the said first parties agree to pay to the said second party, or its assigns, interest at the rate of ten per cent per annum, computed annually on said principal note from the date of default, to the time when said principal and interest shall be fully paid; and in case of default of any of the covenants herein contained, the rents, royalties and the profits of the said premises are pledged to the legal holder or holders hereof as additional and collateral security for the payment of all moneys mentioned herein, and said legal holder shall be entitled to the possession of said property by a receiver or otherwise as it may elect; provided, however, that said party of the second part, its successors and assigns, shall be chargeable with no liability with reference to such rents, royalties and profits, nor be accountable therefor, except as to sums actually collected by it, and that the lessees in any such leases shall account for such rights, rents, royalties or benefits to the parties of the first part, or their assigns, until notified by the legal holder hereof to account for and pay over the same to such legal holder. It is also agreed that the taking of possession shall in no manner prevent or retard the second party in the collection of said sums by foreclosure or otherwise.

SIXTH. If such payments be made as herein specified, this conveyance shall be void, and is to be released at the expense of said party of the second part; but if said principal or interest notes, or any party thereof, or any interest thereon, be not paid according to the terms of said notes, or if said taxes or assessments be not paid as provided herein, or if default be made in the agreement to insure, or in the covenant against incumbrances, or any other covenant herein contained, then this conveyance shall, at the option of second party, become absolute, and the whole of said principal and interest shall immediately become due and payable at the option of the party of the second part, or assigns, and this mortgage may thereupon be foreclosed immediately for the whole of said money, interest and costs, without further notice. In case of such foreclosure, said real estate shall be sold without appraisalment.

IN WITNESS WHEREOF, The said parties of the first part have hereunto subscribed their names and affixed their seals, on the day and year above mentioned.

J. R. Johnson  
Helen Johnson

STATE OF KANSAS, COUNTY OF DOUGLAS, ss.

BE IT REMEMBERED, That on this 14th day of November A.D., 1942, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came J. R. Johnson and Helen Johnson, his wife to me personally known to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the same.

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

Pearl Emick  
Notary Public

(SEAL) Commission expires December 31, 1944

Recorded November 16, 1942, at 9:30 A.M.

*Harold G. Beck*  
Treas. Center  
Register of Deeds  
Deputy

Receiving No. 16289

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

That, The United Trust Company, Abilene, Kansas, a corporation organized under the laws of Kansas, of Dickinson County, in the State of Kansas, in consideration of the sum of Three Thousand and no Dollars, to it in hand paid, the receipt whereof is hereby acknowledged, does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY unto The Farmers National Bank, Abilene, Kansas its heirs and assigns, one certain mortgage, dated the 7th day of November, 1942, executed by Alma DeNio and Homer DeNio, Wife & Husband to said corporation, upon the following described property, to wit:

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

given to secure the payment of \$3,000.00 and the interest thereon, and duly filed for record in the office of the Register of Deeds of Douglas County, Kansas, and recorded in Book 88, on page 354 together with the note - - - debt and claim secured by said mortgage, and the covenants contained in said mortgage.

IN WITNESS WHEREOF, said corporation has caused these presents to be signed by its President & Secretary and its corporate seal to be hereto affixed, this 16th day of November, 1942.

(CORP. SEAL) Executed in presence of  
Attest: L. W. Willis, Secretary

THE UNITED TRUST COMPANY  
By Sam R. Heller  
President

STATE OF KANSAS, DICKINSON COUNTY, ss.

BE IT REMEMBERED, That on this 16th day of November, 1942, before me, the undersigned a Notary Public in and for said County and State, came Sam R. Heller, Pres. & L. W. Willis, Sec'y. of the The United Trust Company, a corporation, who are personally known to me to be the same persons who executed the foregoing Assignment of Mortgage, and such persons who duly acknowledged the execution of the same as the act and deed of said corporation.

IN WITNESS WHEREOF, I have here unto set my hand and affixed my Notarial Seal, the day and year last above written. (SEAL) Term expires January 27, 1945

Recorded November 17, 1942 at 10:50 AM

*Harold G. Beck*  
Register of Deeds