

DOUGLAS COUNTY

\$75.00 Due April 1, 1944
 75.00 Due April 1, 1945
 75.00 due April 1, 1946
 75.00 due April 1, 1947
 700.00 due April 1, 1948

with interest thereon from March 12, 1943 until maturity at the rate of 5 per cent per annum, payable semi-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 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

\$600.00 - Fire
 \$600.00 - Windstorm Dollars,

and shall deliver the policies and renewal receipts 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 therefore, 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 part 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 appraisal.

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.

Oscar G Markley
 Mary Ruth Markley

STATE OF KANSAS)
 County of Douglas) SS.

BE IT REMEMBERED, That on this 10th day of March A.D. 1943, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Oscar G. Markley and Mary Ruth Markley, 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.

(SEAL) Commission expires Oct 3rd 1944.

Arthur S Peek
 Notary Public

Recorded March 10, 1943 at 4:50 P.M.

Harold A. Beck Register of Deeds

Receiving No. 16963

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, The RFC Mortgage Company, a corporation, hereby assigns to Equitable Life Insurance Company of Iowa, a corporation, Des Moines, Iowa, its successors and assigns, without recourse, representation or warranty, the real estate mortgage dated November 10, 1941, executed by Ira E. Hunt and Lora Lee Hunt, husband and wife, mortgagors to the First National Bank of Lawrence, Lawrence, Kansas, Mortgagee, and recorded at Page 40, Book 88, of the mortgage records in the office of the Register of Deeds of Douglas County, Kansas; IN WITNESS WHEREOF, The RFC Mortgage Company, a corporation has set its hand by its agent hereunto duly authorized.

THE RFC MORTGAGE COMPANY
 By Robert E. Johnson, its Attorney in Fact.

STATE OF MISSOURI)
 COUNTY OF JACKSON) SS.

Before me personally appeared Robert E. Johnson of the City of Kansas City, County of Jackson State of Missouri, known to me to be the person who executed the foregoing instrument as Attorney in Fact for and in behalf of The RFC Mortgage Company, and acknowledged that he executed the same as the free act and deed of the said The RFC Mortgage Company, and further declared that his Power of Attorney, recorded in Book 145, Page 591 of the records of the Register of Deeds of Douglas County, Kansas, has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the 26th day of February, 1943. (SEAL) My Commission will expire March 17, 1944.

J A PARKINSON, Notary Public

Recorded March 11, 1943 at 8:04 A. M.

Harold A. Beck Register of Deeds

4 The Security Benefit Association, the mortgagee in this named, does hereby acknowledge full payment of the debt secured by the foregoing mortgage, notwithstanding the foregoing Deed of Douglas County, Kansas, to which this mortgage is assigned, and the said Security Benefit Association, its assigns, shall be bound by the terms of this mortgage, and shall be bound by the terms of the National President and Directors of the Security Benefit Association, in Topeka, Kansas, A.D. 1947.

This release was written on the original mortgage entered this 4 day of Nov. 1947

Harold A. Beck
 Reg. of Deeds

Deputy