

DOUGLAS COUNTY

rents, taxes, assessments, or insurance premiums shall be due. If at any time the Mortgagor shall tender to the Mortgagee, in accordance with the provisions of the note secured hereby, full payment of the entire indebtedness represented thereby, the Mortgagee shall, in computing the amount of such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 2 hereof, which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and in default thereof the Mortgagee may pay the same.

5. That he will keep the premises above conveyed in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

6. That the Mortgagor will keep the improvements now existing or hereafter erected on the mortgaged premises, insured as may be required from time to time by the Mortgagee against loss by fire and other hazards, casualties and contingencies in such amounts and for such periods as it may require and will pay promptly, when due, any premiums on such insurance provision for payment of which has not been made hereinbefore. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by it and have attached thereto loss payable clauses in favor of and in form acceptable to the Mortgagee. In event of loss he will give immediate notice by mail to the Mortgagee who may make proof of loss if not made promptly by the Mortgagor, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by the Mortgagee at its option, either to the reduction 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 ($4\frac{1}{2}\%$) 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. Appraisement is hereby waived.

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.

Carl J. Drake (SEAL)
Bessie M. Drake (SEAL)

STATE OF KANSAS,) SS.
COUNTY OF DOUGLAS)

BE IT REMEMBERED, that on this 8th day of May, 1943, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Carl J. Drake & Bessie M. Drake, 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 WHERE, I have hereunto set my hand and Notarial Seal on the Day and year last above written.

(SEAL) My Commission expires September 17, 1945.

E. B. Martin
Notary Public.

Recorded on May 10, 1943 at 4:50 P.M.

Harold A. Beck Register of Deeds.

Receiving No. 17423 <

ASSIGNMENT OF REAL ESTATE MORTGAGE

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 First National Bank in St. Louis, St. Louis, Missouri and its future assigns, all its right, title and interest in and to one certain real estate mortgage, the promissory note, debts, and claims thereby secured, and the lands and tenements therein described, to-wit: One certain mortgage executed by Carl J. Drake and Bessie M. Drake, husband and wife, to said The First National Bank of Lawrence, Lawrence, Kansas, on the eighth day of May, 1943 and secured upon the following described real estate situated in Douglas County, State of Kansas:

That portion of the East $9\frac{1}{3}$ acres of the West one-half ($W\frac{1}{2}$) of the Northwest one-fourth ($NW\frac{1}{4}$) of the Northwest one-fourth ($NW\frac{1}{4}$) of Section 7, Township 13 south, Range 20 East, lying North of the North line extended West, of the Southeast one-fourth ($SE\frac{1}{4}$) of the Northwest one-fourth ($NW\frac{1}{4}$) of the Northwest one-fourth ($NW\frac{1}{4}$) of said Section 7, containing approximately $4\frac{2}{3}$ acres, also beginning at a point six hundred (600) feet North of the Southeast corner of the East $9\frac{1}{3}$ acres of the West one-half ($W\frac{1}{2}$) of the Northwest one-fourth ($NW\frac{1}{4}$) of the Northwest one-fourth ($NW\frac{1}{4}$) of Section 7, Township 13, Range 20 and running North sixty (60) feet, to the North line extended West, of the Southeast one-fourth ($SE\frac{1}{4}$) of the Northwest one-fourth ($NW\frac{1}{4}$) of the Northwest one-fourth ($NW\frac{1}{4}$) of said Section 7, thence West 308 feet, thence South sixty (60) feet, thence East three hundred eight (E308) feet to the point of point of beginning, containing one-half ($1/2$) acre more or less,

which mortgage is duly recorded in Mortgage record No. 88 at Page 447 in the office of the Register of Deeds, Douglas County, State of Kansas.

In Witness Whereof, The First National Bank of Lawrence, Lawrence, Kansas, has caused these presents to be signed by its President, and its corporate seal to be affixed this 10th day of May, 1943.

(CORP. SEAL)

ATTEST: Kelvin Hoover, Cashier

THE FIRST NATIONAL BANK OF LAWRENCE, Lawrence, Kansas
By: George Dooking, President