

MORTGAGE RECORD 88

Receiving No. 18904

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 Brotherhood State Bank, Kansas City, Kansas, 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 Thomas C. Ryther and Marjorie W. Ryther, his wife, to said The First National Bank of Lawrence, Lawrence, Kansas, on the 26th day of August, 1943, and secured upon the following described real estate situated in Douglas County, State of Kansas:

Lot No. three (3) in B. F. Smith's Subdivision of Lots 16, 17, 18 and 19 in Block 15 Babcock's Enlarged Addition to the City of Lawrence, and of Lots 12, and 13 in Block 3 of Cranson's Subdivision of Block 15 of Babcock's Enlarged Addition to the City of Lawrence,

which mortgage is duly recorded in Mortgage record No. 88 at page 475 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 26th day of August, 1943.

THE FIRST NATIONAL BANK OF LAWRENCE

Lawrence, Kansas

By George Docking President

(CORP SEAL) ATTEST E B Martin

A. Cashier

STATE OF KANSAS)

COUNTY OF DOUGLAS) SS.

On this 26th day of August, 1943, before me, the undersigned a Notary Public, in and for the county and state aforesaid, personally appeared George Docking, to me known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its President and acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.

(SEAL) My commission expires April 17, 1947

Rose Geiseman

Notary Public

Recorded August 27, 1943 at 4:10 P.M.

Harold A. Beck

Register of Deeds

Receiving No. 18907

MORTGAGE

Reg. No. 3515

Fee Paid \$11.75

THIS INDENTURE, Made this twenty-seventh day of August, 1943, by and between E. M. Ivey and Thelma C. Ivey, husband and wife of Lawrence, Kansas Mortgagor and the First National Bank of Lawrence, Lawrence, Kansas, a corporation organized and existing under the laws of the United States, Mortgagee:

WITNESSETH, That the Mortgagor for and in consideration of the sum of Forty-seven hundred and no/100 Dollars (\$4700.00) 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:

The South one-half ($S\frac{1}{2}$) of the East one-half ($E\frac{1}{2}$) of Lot Four (4) and the East one-half ($E\frac{1}{2}$) of Lots Five (5), Six (6) and Seven (7), all in George C. Smith's Addition to the City of Lawrence.

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 connection with the said real estate, or to any pipes or fixtures therein for the purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to the present or future use or improvement of the said real estate, whether such apparatus, machinery fixtures or chattels have or would become part of the said real estate by such attachment thereto, or not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming a part of the free hold and covered by this mortgage; and also all the estate, right, title and interest of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee forever.

And the Mortgagor covenants with the Mortgagee, that he is lawfully seized in fee of the premises hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

This mortgage is given to secure the payment of the principal sum of Forty-seven hundred and no/100 Dollars (\$4700.00) as evidenced by a certain promissory note of even date herewith, the terms of which are incorporated herein by reference, payable with interest at the rate of four and one-half per centum ($4\frac{1}{2}\%$) per annum on the unpaid balance until paid, principal and interest to be paid at the office of The First National Bank of Lawrence in Lawrence, Kansas, or at such other place as the holder of the note may designate in writing in monthly installments of Twenty-nine and 75/100 Dollars (\$29.75), commencing on the first day of October, 1943, and on the first day of each month thereafter, until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the first day of September 1963.

The Mortgagor covenants and agrees as follows:

1. That he will promptly pay the principal of and interest on the indebtedness evidenced by the said note, at the times and in the manner therein provided. Privilege is reserved to pay the debt in whole, or in an amount equal to one or more monthly payments on the principal that are next due on the note, on the first day of any month prior to maturity: Provided, however, that written notice of an intention to exercise such privilege is given at least thirty (30) days prior to prepayment; and provided further that in the event the debt is paid in full prior to maturity and at that time it is insured under the provisions of the National Housing Act, he will pay to the Grantee an adjusted premium charge of one per centum (1%) of the original principal amount thereof, except that in no event shall the adjusted premium exceed the aggregate amount of premium charges which would have been payable if the mortgage had continued to be insured until maturity; such payment to be applied by the Grantee upon its obligation to the Federal Housing Administrator on account of mortgage insurance.

2. That, together with, and in addition to, the monthly payments of principal and interest payable under the terms of the note secured hereby, the Mortgagor will pay to the Mortgagee until the said note is fully paid, the following sums:

(a) If this mortgage and the note secured hereby are insured under the provisions of the National Housing Act and so long as they continue to be so insured one-twelfth ($1/12$) of the annual mortgage insurance premium for the purpose of putting the Mortgagee in funds with which to discharge the said Mortgagee's obligation to the Federal Housing Administrator for mortgage insurance premiums pursuant to the provisions of Title II of the National Housing Act, as amended, and Regulations thereunder. The Mortgagee shall, on the termination of its

For assignment see book 88, Page 487.