

MORTGAGE RECORD 88

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.

5. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within four months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the four months 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.

E. Laurence Clark
Nola M. Clark

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss:

BE IT REMEMBERED, that on this 8th. day of January, 1944, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared E. Laurence Clark and Nola M. Clark, husband and 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.

Geo. D. Walter
Notary Public

(SEAL) My Commission expires August 19, 1947.

Recorded January 17, 1944 at 10:30 A.M.

Harold A. Beck

Register of Deeds

Receiving No. 19747 ←

ASSIGNMENT

(The following is endorsed on the back of the original mortgage recorded in book 87, page 275.)

KNOW ALL MEN BY THESE PRESENTS, That State Bank of Leocompton, Kansas, by W. H. Glenn, its president of Douglas County, in the State of Kansas, the within-named mortgagee in consideration of One Dollar DOLLARS to it in hand paid, the receipt whereof is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto Una S. Kreider heirs and assigns, the within mortgage deed, the real estate conveyed and the promissory note, debts and claims thereby secured and covenants therein contained.

TO HAVE AND TO HOLD THE SAME FOREVER, Subject nevertheless to the conditions therein named.

IN WITNESS WHEREOF, The said mortgagee has hereunto set its hand this 4th day of January 1943 and affixed its Corporate Seal.

(CORP. SEAL)

STATE BANK OF LECOMPTON
LECOMPTON, KANSAS
W. H. Glenn President

STATE OF KANSAS)
DOUGLAS COUNTY) ss.

BE IT REMEMBERED, That on this 4th day of January A. D. 1943 before me, Karl M. Kreider, a Notary Public in and for said County and State, came State Bank of Leocompton, Ks. by W. H. Glenn, its president to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same, as his voluntary act and deed and as the voluntary act and deed of said Banking Corporation.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Karl M. Kreider
Notary Public

(SEAL) My Commission Expires Nov. 10, 1943

Recorded January 19, 1944 at 1:50 P.M.

Harold A. Beck

Register of Deeds.

Receiving No. 19766 ←

Reg. No. 3638

Fee Paid \$14.00 ←

MORTGAGE

THIS INDENTURE, Made this 21st day of January, 1944, by and between Harry H. Sisler and Helen S. Sisler, his wife of Lawrence, Kansas, Mortgagor, and Business Men's Assurance Company of America, Kansas City, Missouri, a corporation organized and existing under the laws of Missouri, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of Five Thousand Six Hundred & no/100 Dollars (\$5,600.00), 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 Four (4) and North $\frac{1}{2}$ of Lot Five (5) Block Five (5), in Haskell Place, an 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 building 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 freehold 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