

MORTGAGE RECORD 88

Receiving No. 20030

ASSIGNMENT

FOR VALUE RECEIVED, I hereby sell, transfer and assign to The Douglas County Building and Loan Association, all my right, title and interest in and to a certain mortgage and the indebtedness secured thereby, made and executed by Albert Wacker and his wife, Gertrude Wacker to John C. Emick, which mortgage is recorded in Book 87 of Mortgages, Page 525, in the office of the Register of Deeds in Douglas County, Kansas.

IN WITNESS WHEREOF, I have set my hand this 26th day of February 1944.

John C. Emick

State of Kansas)
County of Douglas } ss.

BE IT REMEMBERED, That on this 26th day of February 1944, before me, a Notary Public in and for said County and State, came John C. Emick to me personally known to be the same person 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) My commission expires December 31 1944.

Recorded February 28, 1944 at 10 A.M.

Harold A. Beck

Register of Deeds

Receiving No. 20104

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, I hereby sell, transfer and assign to The Douglas County Building and Loan Association, all my right, title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by William J Brink and his wife, Betty Lou Brink, to John C. Emick, which mortgage is recorded in Book 87 of Mortgages, Page 527, in the office of the Register of Deeds in Douglas County, Kansas.

IN WITNESS WHEREOF, I have set my hand this 6th day of March 1944

John C Emick

State of Kansas,)
County of Douglas, ss.

BE IT REMEMBERED, That on this 6th day of March 1944, before me, a Notary Public in and for said County and State, came John C. Emick to me personally known to be the same person 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) My commission expires December 31 1944

Recorded March 7, 1944 at 9:20 A. M.

Harold A. Beck

Register of Deeds.

Receiving No. 20106

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, the undersigned JOSEPH M. CLOUGH and THELMA M. CLOUGH, husband and wife, of the County of Douglas, State of Kansas, hereinafter called Mortgagor, has become justly indebted to the United States of America, acting by and through the Secretary of Agriculture, pursuant to the provisions of Title I of the Bankhead-Jones Farm Tenant Act, hereinafter called Mortgagee, as evidenced by one certain promissory note dated the 23 day of February, 1944, for the principal sum of Eight Thousand Two Hundred Twenty-seven and no/100 - - Dollars (\$8,227.00), with interest at the rate of three per cent (3%) per annum, principal and interest payable and amortized in installments as therein provided; and

WHEREAS, Mortgagor is desirous of securing the prompt payment of said note, and the several installments of principal and interest at maturity, and any extension or renewal thereof, and any agreement supplementary thereto, and any additional indebtedness accruing to Mortgagee on account of any future advances or expenditures made as hereinafter provided, and the performance of each and every covenant and agreement of Mortgagor herein contained;

NOW, THEREFORE, in consideration of the said indebtedness and to secure the prompt payment thereof, as the same matures or becomes due, and of any extension or renewal thereof, or of any agreement supplementary thereto, and to secure the performance of each and every covenant and agreement of Mortgagor herein contained, Mortgagor does hereby and with these presents mortgage and warrant unto Mortgagee the following described real estate situated in the County of Douglas, State of Kansas, to-wit:

A tract of land beginning at the Northeast corner of the Northwest Fractional Quarter (NW $\frac{1}{4}$) of SECTION EIGHTEEN (18), Township Thirteen (13) South, Range Eighteen (18), East of the Sixth Principal Meridian, thence West 81.03 rods, thence South 100 rods, thence West 50 rods to the West line of said fractional quarter section, thence South 60 rods to the Southwest corner of said quarter section, thence East 131.03 rods, more or less, to the Southeast corner of said quarter section, thence North 160 rods to the place of beginning, containing 100 acres, more or less, and also all the Southwest Quarter (SW $\frac{1}{4}$) of SECTION SEVEN (7), Township Thirteen (13) South, Range Eighteen (18), East of the Sixth Principal Meridian, except a tract on the west side thereof 50 rods wide extended the whole length of said quarter section, containing 80.65 acres, more or less,

being the same land that was conveyed to the Mortgagors as joint tenants by a certain deed made by John W. Koehler, Executor of the estate of John E. Koehler, deceased, dated March 7, 1944, and recorded in Book 149, Page 391.

together with all rents and other revenues or incomes therefrom, and all and singular, the rights, easements, hereditaments, and appurtenances thereunto belonging, or in any wise incident or appertaining, and all improvements and personal property now or hereafter attached to or reasonable necessary to the use of the real property herein described, all of which property is sometimes hereinafter designated as "said property".

TO HAVE AND TO HOLD, all and singular, said property before mentioned unto Mortgagee and its assigns forever.

MORTGAGOR, for himself, his heirs, executors, administrators, successors and assigns, does hereby and by these presents covenant and agree:

1. To pay, before the same shall become delinquent, all taxes, assessments, levies, liabilities, obligations and encumbrances of every nature whatsoever which affect said property or the Mortgagee's rights and interests therein under this Mortgage or the indebtedness hereby secured, and promptly to deliver to Mortgagee, without demand, receipts evidencing such payments.

for Release see Book 97 Page 254