MORTGAGE RECORD 88

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 therof, 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 puchaser 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.

9. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within thirty days from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 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 uses of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Mortgagors has hereunto set her hands and seals the day and year first above written.

Estella Shaw Griffith

STATE OF KANSAS, COUNTY OF Douglas, ss:

BE IT REMEMBERED, that on this fourth day of April, 1944, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Estella Shaw Griffith, to me personally known to be the same persons 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.

(SEAL) My Commission expires April 21, 1946

L. E. Eby
Notary Public

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Recorded April 4, 1944 at 3:10 P.M.

Harold A. Beck Register of Deeds

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I, the undersigned, owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and discharge the Register of Deeds to enter the discharge of this mortgage of record. Dated this 23rd day of September 1954.
The Lawrence Building and Loan Association
by O. E. Becker, Vice-President
Mortgagee.
Attest: L. E. Eby
Secretary (Corp Seal)

This release was written on the original mortgage entered this 23rd day of Sept. 19 54
Harold A. Beck
Reg. of Deeds
Deputy

Receiving No. 20341

MORTGAGE ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS:

That The Central Trust Company, of Topeka, Shawnee County, in the State of Kansas, in consideration of value received to it in hand paid, the receipt whereof is hereby acknowledged does hereby SELL, ASSIGN, TRANSFER, SET OVER and CONVEY without recourse, unto METROPOLITAN LIFE INSURANCE COMPANY, of New York, County of New York, State of New York, or assigns, one certain mortgage, dated the 14th day of December, 1943, executed by Robert L. Markley and Eva Markley, his wife, to The Central Trust Company upon the following described property, situated in county of Douglas and State of Kansas, to wit:

The South Half of the Northwest Quarter ($S\frac{1}{2}NW\frac{1}{4}$) of Section Fourteen (14), Township Fourteen (14) Range Nineteen (19) East of the Sixth Principal Meridian,

given to secure the payment of \$2,500.00 and the interest thereon, and duly filed for record in the office of the Register of Deeds of Douglas County, Kansas, and recorded in BOOK OF MORTGAGES 88 on page 526, together with the notes, debt and cliam secured by said mortgage, and the covenants contained in said mortgage.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused this instrument to be signed on its behalf by its Vice President, thereunto duly authorized so to do, and has caused its common seal to be hereunto affixed, this 19th day of January 1944

THE CENTRAL TRUST COMPANY
By Lucien Gray Vice President

(CORP. SEAL)

STATE OF KANSAS, SHAWNEE COUNTY, ss.

BE IT REMEMBERED, That on this 19th day of January, A.D. 1944 before me, the undersigned came Lucien Gray, as Vice President of The Central Trust Company who is personally known to me to be the same person who executed the within instrument of writing as said Vice President, and duly acknowledged the execution of the same to be the free act and deed of said The Central Trust Company

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Notarial Seal, the day and year last above written.

Catherine Cunningham
Notary Public

(SEAL) Term expires April 10, 1944

Recorded April 8, 1944 at 10:40 A.M.

Harold A. Beck Register of Deeds

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