

DOUGLAS COUNTY

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 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 of 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 (4½%) 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 three months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the three 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) hereunto set hand(s) and seal(s) the day and year first above written.

Ivan D. Rowe (SEAL)
Elfriede F. Rowe (SEAL)

STATE OF KANSAS)
COUNTY OF Douglas) ss:

BEFORE ME, Notary Public, on this 26th day of September, 1944, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Ivan D. Rowe and Elfriede F. Rowe, husband and wife, 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 August 19, 1947

Geo. J. Walter
Notary Public

Recorded September 30, 1944 at 10:05 A. M.

Harold A. Beck Register of Deeds.

Receiving No. 21659

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 C.R. Albright and Stella Albright, his wife, to said, The First National Bank of Lawrence, Lawrence, Kansas, on the 27th day of September, 1944, and secured upon the following described real estate situated in Douglas County, State of Kansas:

The South one-half (S½) of Lot 10, South one-half (S½) of Lot 3 and the North one-half (N½) of Lot 4, all in Block 9 Cread Addition, an addition to the City of Lawrence,

which mortgage is duly recorded in Mortgage Record No. 88 at Page 605 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 27th day of September, 1944.

THE FIRST NATIONAL BANK OF LAWRENCE
Lawrence, Kansas

ATTEST (CORP. SEAL)
Kelvin Hoover
Cashier

By George Docking
President

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss

On this 27th day of September, 1944, 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 September 17, 1945

E.B. Martin
Notary Public

Recorded October 2, 1944 at 9:30 A.M.

Harold A. Beck Register of Deeds.

Please
The undersigned owner of the within mortgage, do hereby
acknowledge the full payment of the debt secured hereby and
authorize the Register of Deeds to enter the discharge of this
mortgage of record. Dated this 30th day of August, 1945.
Ivan D. Rowe
Elfriede F. Rowe
By Howard W. Beck, Cashier

This release
was written
on the original
mortgage

entered
this 15th day
of September
1945

Harold A. Beck
Reg. of Deeds
by Francis J. [unclear]
Deputy

The note herein described has been assigned to the Brotherhood State Bank, Kansas City, Kansas, and its future assigns.

this
of
1944