

MORTGAGE RECORD 89

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And the said party of the first part does further covenant and agree that in case of default in payment of any installment of principal or interest or in the performance of any of the covenants or agreement herein contained, then, or at any time thereafter during the continuance of such default the said party of the second part, its successors or assigns, may, without notice, declare the entire debt hereby secured or so much thereof as shall then remain unpaid immediately due and payable, and thereupon, or in case of default in payment of any note hereby secured at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels; and upon commencing proceedings for the foreclosure of this mortgage, shall be entitled to the appointment of a receiver to take possession of the premises above described, to collect the rents and profits of said premises during the pendency of such foreclosure and until the time to redeem the same from the foreclosure sale shall expire, and out of the same to pay the expenses of said receivership, to make the necessary repairs and keep said premises in proper condition and repair pending such sale and the expiration of the time to redeem therefrom, to pay all taxes, assessments, water rents, municipal or governmental rates, charges or impositions accruing between the commencement of the foreclosure and the expiration of the period for redemption and all such taxes, assessments, water rents, municipal or governmental rates, charges, or impositions unpaid and remaining unredeemed at or prior to the foreclosure sale, and to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage, and after paying the expenses of said receivership, said taxes, assessments, water rents, municipal or governmental rates, charges or impositions and said insurance premiums, the said rents and profits shall be applied toward the payment of the amount then due on this mortgage and the debt hereby secured.

In Witness Whereof, the said party of the first part has hereunto set her hand - the day and year first above written.

Stella M. Nichols

State of Kansas)
County of Douglas)ss

On this 28 day of Nov. A.D. 1944, before me, a Notary Public, in and for said County, personally appeared Stella M Nichols, an unmarried woman, to me known to be the person- named in and who executed the foregoing instrument, and acknowledged the she executed the same as her voluntary act and deed.

Witness my hand and official seal, the day and year last above written.

(SEAL) My commission expires 9-4-48

C. B. Butell
Notary Public

Recorded December 1, 1944 at 2:45 P.M.

Harold A. Beck Register of Deeds

Receiving No. 22218

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 Columbia National Bank, Kansas City, Missouri, 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 Earl L. Hodges and Bonita Hodges, his wife, to said The First National Bank of Lawrence, Lawrence, Kansas, on the 28th day of November, 1944 and secured upon the following described real estate situated in Douglas County, State of Kansas:

The North fifty-seven (N57) feet of Lot No. twenty-two (22) in Lindley Addition,
an addition to the City of Lawrence,

which mortgage is duly recorded in Mortgage record No. 89 at Page 30 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 30th day of November, 1944.

The FIRST NATIONAL BANK OF LAWRENCE
Lawrence, Kansas

(CORP. SEAL)
ATTEST
Kelvin Hoover
Cashier

By George Docking
President.

CORPORATION ACKNOWLEDGEMENT

STATE OF KANSAS)
COUNTY OF DOUGLAS)ss

On this 30th day of November, 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 Dec. 7, 1944 at 9:20 A. M.

Harold A. Beck Register of Deeds

The amount of this mortgage has been paid in full and the same is hereby cancelled, this 17th day of November 1950.
Attest: George Docking, President of The First National Bank of Lawrence, Kansas