

DOUGLAS COUNTY

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever, and warrant the title to the same. Said mortgagor hereby covenants with said mortgagee that he is, at the delivery hereof, the lawful owner of the premises above conveyed and described, and is seized of a good and indefeasible estate of inheritance therein, free and clear of all encumbrances, and that he will warrant and defend the title thereto forever against the claims and demands of all persons whomsoever.

PROVIDED ALWAYS, and this instrument is executed and delivered to secure the payment of the sum of Seven hundred fifty and no/100 Dollars (\$750.00), with interest thereon, together with such charges and advances as may be due and payable to said mortgagee under the terms and conditions of the promissory note of even date herewith and secured hereby, executed by said mortgagor to said mortgagee, payable as expressed in said note, and to secure the performance of all the terms and conditions contained therein. The terms of said note are hereby incorporated herein by this reference.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advances made to said mortgagor by said mortgagee, and any and all indebtedness, in addition to the amount above which said mortgagors, or any of them, may owe to said mortgagee, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts secured hereunder, including future advances, are paid in full with interest.

The mortgagor hereby assigns to said mortgagee all rents and income arising at any and all times from said property and hereby authorize said mortgagee or its agent, at its option, upon default, to take charge of said property and collect all rents and income therefrom and apply the same to the payment of interest, principal, insurance premiums, taxes, assessments, repairs or improvements necessary to keep said property in tenantable condition, or to other charges or payments provided for herein or in the note hereby secured. This rent assignment shall continue in force until the unpaid balance of said note is fully paid. The taking of possession hereunder shall in no manner prevent or retard said mortgagee in the collection of said sums by foreclosure or otherwise.

The failure of the mortgagee to assert any of its rights hereunder at any time shall not be construed as a waiver of its right to assert the same at any later time, and to insist upon and enforce strict compliance with all the terms and provisions of said note and of this mortgage.

If said mortgagor shall cause to be paid to said mortgagee the entire amount due, it hereunder, and under the terms and provisions of said note hereby secured, including future advances, and any extensions or renewals thereof in accordance with the terms and provisions thereof, and if said mortgagor shall comply with all the provisions of said note and of this mortgage, then these presents shall be void; otherwise to remain in full force and effect and said mortgagee shall be entitled to the possession of all of said property, and may, at its option, declare the whole of said note and all indebtedness represented thereby to be immediately due and payable, and may foreclose this mortgage or take any other legal action to protect its right, and from the date of such default all items of indebtedness secured hereby shall draw interest at 10% per annum.

Appraisement waived.

This mortgage shall be binding upon and shall enure to the benefit of the heirs, executors, administrators, successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, said mortgagor has hereunto set his hand the day and year first above written.

Ezra A. Bartholomew

STATE OF KANSAS)

COUNTY OF FRANKLIN)ss.

BE IT REMEMBERED, that on this 26th day of May, A.D. 1945, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came Ezra A. Bartholomew, a single man who is personally known to me and who is the same person who executed the within mortgage, and such person duly acknowledged the execution of the

In testimony whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last written.

(SEAL) My Comm. Expires: January 27, 1946.

Dean Berlin
Notary Public

Recorded June 1, 1945 at 9:10 A.M.

Harold A. Beck Register of Deeds

Receiving No. 23530 <

ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED, the Federal National Mortgage Association, a corporation, hereby assigns to The Lawrence National Bank, Lawrence, Kansas its successors and assigns, without recourse, representation or warranty, the real estate mortgage dated August 1, 1941, executed by Jessie Louise Epperly, a single woman, mortgagors, to The Lawrence National Bank, Lawrence, Kansas, Mortgagee, and recorded in Book 88 at Page 1, of the mortgage records in the office of the Register of Deeds of Douglas County, Kansas.

IN WITNESS WHEREOF, the Federal National Mortgage Association, a corporation, has set its hand by its Agent hereunto duly authorized.

FEDERAL NATIONAL MORTGAGE ASSOCIATION
By Robert E. Johnson its Attorney in Fact.

STATE OF MISSOURI)
COUNTY OF JACKSON)ss.

Before me personally appeared Robert E. Johnson of the City of Kansas City, County of Jackson, State of Missouri, known to me to be the person who executed the foregoing instrument as Attorney in Fact for and in behalf of the Federal National Mortgage Association, and acknowledged that he executed the same as the free act and deed of the said Federal National Mortgage Association, and further declared that his Power of Attorney, recorded in Book 149, Page 89, of the records of the Register of Deeds of Douglas County, Kansas, has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the 21st day of May, 1945.

(SEAL) My Commission will expire Mar. 9, 1946

Thomas F. Knight
Notary Public

Recorded June 6, 1945 at 2:00 P.M.

Harold A. Beck Register of Deeds

This release was written on the original mortgage this 10th day of May 1945

The debt secured by this mortgage having been paid in full, the Register of Deeds is hereby authorized to release to samey record book 88 at page 1 of the mortgage records in the office of the Register of Deeds of Douglas County, Kansas, and to cancel this mortgage. Date of Release: May 10, 1945. By Dean Berlin, Notary Public.