

DOUGLAS COUNTY

The West one-half (W $\frac{1}{2}$) of the North-West one-quarter (NW $\frac{1}{4}$) of Section twelve (12), Township Twelve (12) Range Seventeen (17), Douglas County, Kansas

with the appurtenances, and all the estate, title and interest of the said parties of the first part therein. And the said Andrew F. Erwin and Tillie Erwin, husband and wife do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all claims whatsoever. This grant is intended as a Mortgage to secure the payment of the sum of Five Hundred & no/100 Dollars, according to the terms of one certain promissory note this day executed by the said Andrew F. Erwin and Tillie Erwin, his wife to the said party of the second part; said note being given for the sum of Five hundred and no/100 Dollars, dated December 22, 1945, due and payable in one year from date hereof, with interest thereon from the date thereof until paid, according to the terms of said note and coupons thereto attached.

And this conveyance shall be void if such payment be made as in said note and coupons thereto attached, and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of _____ Dollars, in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent per annum. But if default be made in such payment or any part thereof, or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, its executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, appraisement hereby waived or not, at the option of the party of the second part, its executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said first parties, their heirs or assigns.

And as additional and collateral security for the payment of this mortgage, the interest thereon and the taxes on said land, the undersigned hereby transfers, sets over and conveys to the mortgagee, all rents, royalties, bonuses, delay moneys or other income that may from time to time become due and payable under any oil, gas, mineral or other leases of any kind now existing or that may hereafter be executed or come into existence, covering the land described herein, or any portion thereof, with authority to collect the same, and the undersigned hereby agrees to execute, acknowledge and deliver to the mortgagee, its successors or assigns, such deeds or other instruments as the mortgagee may now or hereafter require in order to facilitate the payment to it of said rents, royalties, bonuses, delay rentals or other income, which rights are to be exercised by said mortgagee only in the event of delinquency or default in compliance with the terms of this mortgage and the notes thereby secured; this assignment to terminate and become void upon the payment and release of this said mortgage. Should operation under any oil, gas, mineral or other lease seriously depreciate the value of said land for general farming purposes, all notes secured by this mortgage shall thereupon become due and payable.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seal, the day and year first above written.

Andrew F. Erwin
Tillie Erwin

STATE OF KANSAS, Shawnee County, ss.

BE IT REMEMBERED, That on this 22nd day of December, A.D. 1945, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Andrew F. Erwin and Tillie Erwin, his wife, to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year last above written.

(SEAL) My commission expires Dec. 31st, 1945.

J. S. Swogger
Notary Public

Recorded December 26, 1945 at 9:50 A.M.

Harold A. Beck Register of Deeds

Receiving No. 26067

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 Julia J. Bogue and J.A. Bogue, her husband, to said The First National Bank of Lawrence, Lawrence, Kansas, on the 22nd day of December, 1945, and secured upon the following described real estate situated in Douglas County, State of Kansas:

Lot Numbered nineteen (19) and the East seventeen (17) feet of Lot eighteen (18) in Block one (1) in Babcock Place, an addition to the City of Lawrence.

which mortgage is duly recorded in Mortgage Record No. 89 at Page 144 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 28th day of December, 1945.

(CORP. SEAL)

THE FIRST NATIONAL BANK OF LAWRENCE
Lawrence, Kansas

ATTEST: Kelvin Hoover,
Cashier

By George Docking
President

STATE OF KANSAS)
COUNTY OF DOUGLAS)ss

On this 28th day of December, 1945, 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.