

REAL ESTATE MORTGAGE

THIS MORTGAGE Made this 4th day of September A. D. 1946 between Josephine E. Walker and Kenneth C. Walker her husband, of Lawrence, Douglas County and State of Kansas, parties of the first part and Della M. Jarvis party of the second part,  
WITNESSETH: That the said parties of the first part, in consideration of the sum of Four Thousand and No/100 -----DOLLARS to them duly paid, have mortgaged, and hereby mortgage to the party of the second part, heirs and assigns all the following described real estate and premises situated in Douglas County and State of Kansas, to-wit:

Lot Number One Hundred Five (105) on Vermont Street, City of Lawrence, Kansas.

with all improvements thereon and appurtenances thereto belonging, and warrant the title to the same.  
This mortgage is given to secure the payment of the principal sum of \$4000.00, with interest thereon according to the terms of one certain note made and delivered by said parties of the first part dated Sept. 4th, 1946 and payable to the said party of the second part years after date, with interest at the rate of 5 per centum per annum, according to terms of note as therein set forth.  
Said part of the first part agree to pay all taxes and assessments levied on said premises and the interest represented by this mortgage lien and the debt secured thereby promptly when due, and all sums necessary to protect the title and possession of said premises and to keep the buildings on said premises insured against damage by fire and tornado in some company acceptable to said second party for not less than \$ , with loss, if any, payable to the mortgagee, as her interest may appear, and on failure of the parties of the first part to perform any of the agreements, the mortgagee, her heirs or assigns, may pay all such sums, and the amount so paid shall be a lien on said premises, collectable in the same manner as the indebtedness hereby secured, with interest at ten per centum.

If default be made in the payment of any part of the indebtedness hereby secured, either principal or interest, as stipulated in said notes, or any of them or if any of the foregoing agreements are not performed, then all of the indebtedness hereby secured shall, without notice, at the option of the party of the second part, become due and payable, and shall obtain interest at ten per centum until fully paid, and said mortgage may be foreclosed, and the above described premises sold in the manner prescribed by law, to pay all sums due said mortgagee, as above set forth, together with interest and costs.

The foregoing conditions being performed, this mortgage to be void, otherwise of full force and virtue.  
IN WITNESS WHEREOF, The parties of the first part have hereunto set their hand the day and year first above written.

Josephine E. Walker  
Kenneth C. Walker

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 17th day of September A. D. 1946 before me, the undersigned Register of Deeds in and for said County and State, came Josephine E. Walker and Kenneth C. Walker, her husband, who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.  
IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.

(OFFICIAL SEAL)

Harold A. Beck  
Register of Deeds.

Recorded September 17, 1946 at 11:40 A.M.

Harold A. Beck  
Register of Deeds.

Receiving No. 29926

ASSIGNMENT OF MORTGAGE

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, date the 28th day of July 1946, executed by A. J. Herrod and Sylvia M. Herrod, his wife to THE CENTRAL TRUST COMPANY, of Topeka, Kansas, upon the following described property, situated in County of Douglas and State of Kansas, to-wit:

The Southwest Quarter of Section Two, Township Thirteen, Range Nineteen, except the railroad right of way, East of the Sixth Principal Meridian.

given to secure the payment of \$4,000.00 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 89 OF MORTGAGES, on page 301, together with the note, debt and claim 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 August, 1946.

(CORP SEAL

THE CENTRAL TRUST COMPANY  
By J. E. Merriam, President

STATE OF KANSAS, SHAWNEE COUNTY, ss.

BE IT REMEMBERED, That on this 19th day of August, 1946, before me, the undersigned, a notary public came J. E. Merriam, President of The Central Trust Company of Topeka, Shawnee County, Kansas, who is personally known to me to be such officer, and who is also personally known to me to be the same person who executed the within assignment as such President, and duly acknowledged the execution of the same as such officer, to be the voluntary 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.

(SEAL) My commission expires 2-1-49

Esther Skaffer  
Notary Public

Recorded September 21st, 1946 at 10:37 A.M.

Harold A. Beck  
Register of Deeds.