

DOUGLAS COUNTY

Receiving No. 29968

ASSIGNMENT

(The following is indorsed on the original mortgage recorded in mortgage book 76 at page 140)

For Value Received, the undersigned owner of the within mortgage, does hereby assign and transfer same to Clarence Sutton.

D. Coen Byrn

State of Kansas)
County of Douglas)SS.

Be It Remembered, that on this 12th day of July A.D. 1930 before me the undersigned, a Notary Public in and for said County and State, came D. Coen Byrn the mortgagee named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage, and such person duly acknowledged the execution of said assignment.

In Witness Whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

Wm. LaCoss
Notary Public

(SEAL) My commission expires January 22nd, 1933.

Recorded September 25th, 1946 at 2:25 P.M.

Harold Beck Register of deeds

Receiving No. 30021

Reg. No. 5214
Fee Paid \$3.75

MORTGAGE

THIS INDENTURE, Made this 27th day of September in the year of our Lord nineteen hundred and forty-six by and between John A. Ingalls and Maurine H. Ingalls, husband and wife of the County of Douglas and State of Kansas parties of the first part, and THE STANDARD LIFE ASSOCIATION, of Lawrence, Kansas, party of the second part:

WITNESSETH, That the said parties of the first part, in consideration of the sum of One thousand five hundred DOLLARS to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents, GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns all of the following described real estate situated in the County of Douglas and State of Kansas, to-wit:

The West Half of the South Half of Block 47 and that part of the City of Lawrence, known as West Lawrence.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exception, unto the said party of the second part, and to its successors and assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof, that 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 in the quiet and peaceable possession of said party of the second part, its successors and assigns forever, against the lawful claims of all persons whomsoever.

PROVIDED, Always, and these presents are upon the following agreements, covenants and conditions, to-wit:

FIRST. That the parties of the first part are justly indebted to the party of the second part in the sum of One thousand five hundred ----DOLLARS according to the terms of one certain mortgage note of even date herewith, executed by said parties of the first part, in consideration of the actual loan of the said sum, and payable as follows:

November 1 1946	\$25.00 and \$25.00 on the first day of each succeeding month until the full amount of principal with interest is paid.
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to the order of the said party of the second part with interest thereon at the rate of 5 per cent per annum, payable monthly on the first day of each month and in each year, according to the terms of said note; both principal and interest and all other indebtedness accruing hereunder being payable in lawful money of the United States of America, at the Home Office of THE STANDARD LIFE ASSOCIATION, Lawrence, Kansas, or at such other place as the legal holder of the principal note may in writing designate, and said note bearing ten percent interest after maturity.

SECOND. That the parties of the first part agree to keep all fences, building and improvements on the said premises in as good repair as they are at the date hereof; to permit no waste of any kind; to keep all the buildings which are now or may hereafter be upon the premises unceasingly insured to the amount of Four thousand five hundred ----DOLLARS in insurance companies acceptable to the party of the second part with policies payable to it in case of loss to the amount then secured by this mortgage; to assign and deliver to it, with satisfactory mortgage clauses, all the policies of insurance on said building and to pay all insurance premiums when due. In case of loss it is agreed that the party of the second part may collect the insurance moneys or may deliver the policies to the said parties of the first part for collection. At the election of the said party of the second part, the insurance moneys shall be applied either on the indebtedness secured hereby or in rebuilding.

THIRD. That the party of the second part may make any payments necessary to remove or extinguish any prior or outstanding title, lien or incumbrance on the premises hereby conveyed and may pay any unpaid taxes or assessments charges against said property, and may insure said property if default be made in the covenant to insure; and any sums so paid shall become a lien upon the above described real estate, and be secured by this Mortgage, and may be recovered, with interest at ten per cent, in any suit for the foreclosure of this Mortgage. In case of foreclosure it is agreed that the judgment rendered shall provide that the whole of said real estate shall be sold together and not in parcels.

FOURTH. That in case of default of any of the covenants or agreements herein contained, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by receiver or otherwise, as it may elect.

FIFTH. That the parties of the first part hereby agree to pay all taxes and assessments, general or special which may be assessed upon the said land, premises or property, or upon the interest of the party of the second part therein. The parties of the first part further agree not to suffer or permit all or any part of the taxes or assessments to become or remain delinquent nor to permit the said property or any part thereof, or any interest therein, to be sold for taxes and further agree to furnish annually to the party of the second part, on or before the tenth day of July the certificate of the property authority, showing full payment of all such taxes and assessments.

SIXTH. That the parties hereto further agree that all the covenants and agreements of the parties of the first part herein contained shall extend to and bind their heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the party of the second part, its successors and assigns.

SEVENTH. As additional and collateral security for the payment of the said note the mortgagors hereby assign to said mortgagee, its successors and assigns all the rights, rents, royalties and benefits accruing to the parties of the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however, that said party of the second part, its successors and assigns, shall be chargeable with no responsibility with reference to such rights, rents, royalties and benefits nor be accountable therefor except as to sums actually collected by it or them, and that the lessees in any such leases shall account for such rights, rents, royalties or benefits to the party of the first part or his assigns until notified by legal holder hereof to account for and to pay over the same to such legal holder. Should operation under any oil, gas, or mineral lease seriously depreciate the value of said land for general farming purposes, the note secured by these mortgage shall immediately become due and collectible at the option

This was on the mortgage this 19 1956 Reg. 6