

# MORTGAGE RECORD 89

## 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 Massachusetts Protective Life Assurance Company, Worcester, Massachusetts, 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 Albert C. Spaulding and Charlotte S. Spaulding, to said The First National Bank of Lawrence, Lawrence, Kansas, on the 15th day of August, 1946, and secured upon the following described real estate situated in Douglas County, State of Kansas:

Commencing at a point 288 feet East from the Southwest corner of Southeast Quarter (SE $\frac{1}{4}$ ) of Section 31, Township 12 South of Range 20 East of the 6th P.M.; thence running West along said section line, 117 feet to Connecticut Street as produced South from the City of Lawrence, thence North 152 feet; thence East 117 feet; thence South 152 feet to the place of beginning, all in the city of Lawrence, less that part thereof on the South side now in Fifteenth Street,

which mortgage is duly recorded in Mortgage record No. 89 at Page 300, 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 7th day of September, 1946.

ATTEST:  
Kelvin Hoover  
cashier

(CORPORATE SEAL)

THE FIRST NATIONAL BANK OF LAWRENCE  
Lawrence, Kansas  
by George Docking

STATE OF KANSAS:  
COUNTY OF DOUGLAS: ss

On this 7th day of September, 1946, 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 Sept. 17, 1949

E. B. Martin  
Notary Public

Recorded October 8, 1946 at 9:15 A.M.

*Harold A. Beck*

Register of Deeds.

Receiving No. 30175

MORTGAGE

Reg. No. 5250  
Fee Paid \$12.50

THIS MORTGAGE, made the third day of October A.D. 1946, Between Maurice R. Tate and Eda Marie Tate, husband and wife, of the County of Douglas, and State of Kansas, parties of the first part, and The Prudential Insurance Company of America, a corporation existing under and by virtue of the laws of the State of New Jersey, and having its principal office in the City of Newark in said State, party of the second part,

Witnesseth: That whereas the said parties of the first part are justly indebted to the said The Prudential Insurance Company of America for money borrowed in the sum of Five Thousand - - - Dollars, to secure the payment of which they have executed their promissory note, of even date herewith for Five Thousand - - - Dollars, payable in annual payments, the first payment of One Hundred Fifty - - - Dollars being payable on the first day of October, 1947, and a like amount being payable annually thereafter, and the final payment, which shall be for the full amount of the balance due on said note, being payable on the first day of October, 1966, which said sum of Five Thousand - - - Dollars bears interest at the rate in said note set forth, payable annually, on the first day of October of each year.

Said note provides that both principal and interest bear interest after maturity or upon any default in the payment of principal and/or interest at the rate of ten per cent, per annum, and said note is made payable to the order of said The Prudential Insurance Company of America at its office in Newark, New Jersey, or at such other place as the holder thereof may designate in writing, in lawful money of the United States of America.

Now, therefore, this Indenture Witnesseth: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents, mortgage and warrant unto the said party of the second part, its successors and assigns forever, all the following described lands and premises, situated and being in the County of Douglas and State of Kansas, to wit:

The East Half (E $\frac{1}{2}$ ) of the Southwest Quarter (SW $\frac{1}{4}$ ) of Section Thirty-one (31), Township Thirteen (13) South, Range Nineteen (19) East of the 6th P. M., containing eight (80) acres, more or less,

And the said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due, and to pay all taxes, and assessments of any type or nature against said premises when they become due; and agree to pay all taxes which may be assessed upon this mortgage, or note or the money secured hereby; without regard to any law heretofore enacted or hereafter to be enacted, imposing payment of the whole or any part thereof upon the mortgagee. Upon violation of this undertaking or the passage by the State of any law imposing payment of the whole or any portion of any of the taxes aforesaid upon the mortgagee, or upon the rendering by any court of last resort of a decision that the undertaking by the mortgagors, as herein provided, to pay any tax or taxes, is legally inoperative, then and in any such event the debt hereby secured, without any deduction, shall at the option of the mortgagee, become immediately due and collectible; notwithstanding anything contained in this mortgage or any law heretofore enacted or hereafter to be enacted; and that they will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part, in some solvent insurance company or companies approved by the said party of the second part, for a sum satisfactory to the party of the second part, or assigns, for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein, or assigns, and deliver the said policy or policies to the party of the second part, or assigns, as collateral security for the debt hereby secured. The said parties of the first part further agree to keep the buildings and other improvements on the said premises in as good condition and repair as they are at this date, and shall not permit nor suffer any waste in and to the property, or any part thereof, and any violation of this covenant shall, at the option of the party of the second part, render the whole of said principal sum and interest due and payable immediately.

*The amount around this mortgage is \$5,000.00. The note is for \$5,000.00. The mortgage is for \$5,000.00. The note is for \$5,000.00. The mortgage is for \$5,000.00.*

*This release is given by the Prudential Insurance Company of America, New Jersey, to the First National Bank of Lawrence, Kansas, for the purpose of releasing the mortgage from the lien of the Prudential Insurance Company of America, New Jersey.*