

MORTGAGE RECORD 89

8. That if there shall be a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues, and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisement is hereby waived.

9. The Mortgagor further agrees that should this mortgage and the note secured hereby not be eligible for insurance under the National Housing Act within 8 months from the date hereof (written statement of any officer or authorized agent of the Federal Housing Administration dated subsequent to the 8 months time from the date of this mortgage, declining to insure said note and this mortgage, being deemed conclusive proof of such ineligibility), the Mortgagee or the holder of the note may, at its option, declare all sums secured hereby immediately due and payable.

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

In Witness Whereof the Mortgagor(s) have hereunto set their hands (s) and seal(s) the day and year first above written.

Clifford C. Breithaupt
Lynette Breithaupt

STATE OF KANSAS
COUNTY OF DOUGLAS ss.

Be It Remembered, that on this 18th day of October, 1946 before me the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Clifford C. Breithaupt and Lynette Breithaupt, his wife to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of the same.

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

Clifton C. Calvin
Notary Public

(SEAL) My commission expires Nov. 6, 1948.

Recorded October 19th, 1946 at 9:50 A.M.

Harold A. Beck

Register of deeds

Receiving No. 30260

ASSIGNMENT

(The following is endorsed on the back of the original mortgage in Book 59 at Page 253.)

KNOW ALL MEN BY THESE PRESENTS:

That The Richland State Bank, Richland, Kansas, a corporation of Shawnee County, in the State of Kansas, the within named mortgagee, in consideration of the sum of One Thousand & No/100 DOLLARS, to them in hand paid, the receipt of which is hereby acknowledged, does hereby sell, assign, transfer, set over and convey unto Clyde Hiatt, his heirs and assigns, the within Mortgage Deed, the real estate conveyed, and the promissory note, debts and claims thereby secured, and covenants therein contained.

TO HAVE AND TO HOLD THE SAME, FOREVER, subject, nevertheless, to the conditions therein contained.

IN WITNESS WHEREOF, the said mortgagee has hereunto set its hand, this 21st day of January, 1941.

Executed in the presence of
ATTEST Fred Van Nice
Secretary

(CORPORATE SEAL)

The Richland State Bank, Richland, Kans.
BY: Georgia Neese Clark President

STATE OF KANSAS, Shawnee County, ss.

BE IT REMEMBERED, That on this 21st day of January, A.D. 1941 before me, the undersigned, a Notary Public in and for said County and State, came Georgia Neese Clark, President of The Richland State Bank, Richland Kansas and Fred Van Nice-Secretary of the Richland State Bank, Richland Kansas who personally known to me to be the same person who executed, the foregoing assignment of Real estate Mortgage and such person duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial Seal the day and year last above written.

A. K. Reynolds
Notary Public

(SEAL) Term expires January 17th, 1942.

Recorded October 21st, 1946 at 9:30 A.M.

Harold A. Beck

Register of Deeds.

Receiving No. 30281

SATISFACTION OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That in consideration of full payment of the debt secured by a mortgage by Charles G. Osborn and Addie E. Osborn dated the 15th day of February A.D. 1910, which is recorded in Book 45 of Mortgages, page 475, of the records of Douglas County, Kansas, satisfaction of such mortgage is hereby acknowledged and the same is hereby released.

Dated this 19th day of October A. D. 1946.

(CORPORATE SEAL)

The First Savings Bank of Lawrence, Kansas
By F. C. Whipple, cashier

STATE OF KANSAS
Douglas County ss.

BE IT REMEMBERED, That on this 19th day of October A.D. 1946 before me, Rose Gieseman, a Notary Public in and for said County and State, came F. C. Whipple, cashier of The First Savings Bank of Lawrence, Kansas to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

(SEAL) My Commission Expires April 17, 1947

Rose Gieseman, Notary Public

Recorded October 21, 1946 at 9:40 A.M.

Harold A. Beck

Register of Deeds.

Vertical text on the right margin, partially illegible, appears to be a reference or filing note.