

and in default thereof said party of the second part may at his option effect such insurance in her own name, and the premium or premiums, costs, charges and expenses of effecting the same shall be an additional lien on said mortgaged property, and may at his option pay any taxes or statutory liens against said property, all of which sums with 8 percent interest may be enforced and collected in the same manner as the principal debt hereby secured.

And the said parties of the first part hereby covenant and agree that at the delivery hereof said Paul Laptad and Mary E. Laptad 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 her heirs and assigns forever, against the lawful claims of all persons whomsoever.

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

Paul Laptad
Mary E. Laptad.

State of Kansas, County of Douglas, SS.

BE IT REMEMBERED, That on this seventeenth day of June A.D. 1915 before me, the undersigned, a Notary Public in and for said County and State came Paul Laptad and Mary E. Laptad, his wife who are personally known to me to be the identical persons described in and who executed the foregoing mortgage and duly acknowledged the execution of the same to be their voluntary act and deed.

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

Frank E. Banks, Notary Public.

Recorded June 18th., A.D. 1915, at 9:36 o'clock A.M.

Dwight L. Lawrence
Register of Deeds.
Geo. C. Meyer
Deputy.

KNOW ALL MEN BY THESE PRESENTS, THAT Cornelia M. Emick and W. Earl Emick, her husband of Douglas County, State of Kansas, first parties, do hereby mortgage and warrant unto The Railroad Building, Loan & Savings Association, of Newton, Kansas, second party, the following described real estate lying and situate in the County of Douglas in the State of Kansas, to-wit:

The South half of Lots Fifty-two (52), Fifty-four (54), Fifty-six (56), Fifty-eight (58) and Sixty (60), in Block Thirty-five (35), West Lawrence, in the City of Lawrence, Douglas County, Kansas, according to the recorded plat thereof; and to secure the payment of the sum of Thirty-five Hundred & 00/100 Dollars, advanced and loaned by the second party to the first parties on Certificates No. 12258 for 40 shares of the Capital Stock of the second party, according to the terms of the certain promissory note of this date, executed by the first parties to second party, and to secure the payment of interest on said note, and the dues, fines or other charges on said stock, in accordance with the constitution and By-Laws of second party.

The first parties expressly agree that they will pay to second party, its successors or assigns, on or before the twenty-fifth day of each month the sum of \$24.00 as dues on said stock and the further sum of \$29.16 as interest on said sum of \$3500.00 and also all fines or other charges that may be assessed against said stock, until such time as said stock shall reach the ultimate value thereof and fully mature and be fully paid in and of value of \$100.00 per share, according to the terms and provisions thereof and the constitution and By-Laws of said second party.

Now, If said first parties shall pay all of said sums of money according to the terms and tenor of said note and this mortgage, and all dues and fines and other charges on said stock, and keep said premises insured, to the insurable value thereof, against Fire and Tornado, and deposit all policies of such insurance with, and make all losses thereunder payable to second party, as its interest may appear under this mortgage, and keep the same in good repair, then this mortgage shall be void; otherwise to remain in full force and effect.

It is further agreed that in case of default in the monthly payment of said sums of money, or any part thereof, or in the payment of any interest, or dues, or fines, or other charges on stock, in accordance with the Constitution and By-Laws of said Association, for a period of six successive months, or if the said first parties shall become indebted to said Association on any account whatever, in a sum equal to the gross amount of said dues, interest, fines and other charges for the period of six months, then the whole amount of principal, interest, dues on stock and fines and other charges, accrued and collectable hereunder, shall become due and payable at once, without notice, and the second party, its successors or assigns, may immediately foreclose this mortgage, according to law, and make sale of said premises and collect all of said sums of money and indebtedness; and second party shall cancel said stock and apply the withdrawal value of the same as payment on the indebtedness hereby secured.

It is further agreed that the second party, at its option, may procure insurance upon said premises, if first parties fail to procure the same, and charge the amount paid therefor against the first parties, and the amounts so paid shall be a lien upon said mortgaged premises, and bear interest at the rate of ten per centum per annum until repaid, and shall be included in any judgement rendered in the foreclosure of this mortgage; but whether the second party elects to procure such insurance or not, it is distinctly understood and agreed that in case of any such default all of the said sums of money and the whole of the indebtedness secured by this mortgage shall become immediately due and payable.

It is further agreed that any judgement rendered for any of the indebtedness hereby secured shall bear interest at the rate of ten per centum until paid.

Recorded - Nov. 20th - 1920
E. C. M. H. H. H.