

prior to the foreclosure sale, and to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and the expense of the receivership.

And it is agreed that the parties of the first part will repay the party of the second part all reasonable expenses paid in procuring abstracts of title whenever such abstracts shall become necessary to protect the interest or enforce the rights of said party of the second part, and the amounts so paid with interest thereon from the time of payment at the rate of ten per centum per annum, shall be deemed part of the indebtedness secured by this mortgage.

The said parties of the first part hereby expressly waive and release all rights and benefits they have in said premises as a homestead under any law or rule of equity relating to the alienation, exemption or judicial sale of homesteads.

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

In the presence of  
R. M. Morrison  
Fred Beliesner.

Benjamin Urbansky  
Alice M. Urbansky

State of Kansas, Douglas County, SS;

Be It Remembered that on this 18 day of July A.D. 1916, before the undersigned R. M. Morrison a Notary Public in and for the County and State aforesaid, duly commissioned and qualified, personally came Benjamin Urbansky and Alice M. Urbansky, his wife, who are personally known to me to be the same persons who executed the foregoing instrument as grantors, and such persons duly and severally acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last written.  
Commission expires Feb 23rd 1918. (SEAL) R. M. Morrison, Notary Public.

Recorded July 25th., A.D. 1916, at 9:45 o'clock A.M.

*Floyd L. Lawrence*  
Register of Deeds,  
*Geo. E. Neigel*  
Deputy.

KNOW ALL MEN BY THESE PRESENTS, That John Austin Grantham and Elois Grantham, his wife of the County of Douglas and State of Kansas, for and in consideration of the sum of One Thousand Dollars, in hand paid by THE AETNA BUILDING AND LOAN ASSOCIATION, of Topeka, Kansas, do hereby sell and convey unto the said The Aetna Building and Loan Association, and its successors, the following described premises, situated in the County of Douglas and State of Kansas, to wit:

Lots Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35) and Thirty-six (36), in block Thirty-seven (37), in Leocompton, Douglas County, Kansas.

TO HAVE AND TO HOLD THE above granted premises, with all the appurtenances thereunto belonging, unto the said grantee and its successors, forever.

And the said Grantors, for themselves and their heirs, executors and administrators, covenant with the said Grantee and its successors, that the said premises are free from incumbrance, and that they have good right and lawful authority to sell the same, and that they will warrant and defend the same against the lawful claims of all persons whomsoever.

And the said Grantors for themselves and their heirs, executors, administrators and assigns, hereby further promise and agree that if at any time the above described real estate be not occupied by the then owners thereof as a homestead, the rents and profits accruing from the use thereof are hereby assigned to the said The Aetna Building and Loan Association to be collected by it, and all or so much as may be necessary of the money so collected may be used and applied by it in liquidation of the above obligation, the balance, if any, to be turned over to the legal owners of said real estate.

THE CONDITIONS OF THIS MORTGAGE ARE SUCH, That whereas the said John Austin Grantham and Elois Grantham, his wife have assigned, transferred and set over unto the said The Aetna Building and Loan Association, as further security for the payment of the promissory note hereinafter mentioned, Two Shares of Series Stock in Class "A", No. 22748, issued by The Aetna Building and Loan Association, on which the monthly dues are \$5.00 dollars payable on the 5th day of each month and have executed and delivered to the said The Aetna Building and Loan Association their promissory note, calling for the sum of One Thousand Dollars, with interest at the rate of eight and 33/100 Dollars per month; both interest and dues payable on the 15th day of every month until sufficient assets accumulate to pay to each shareholder five hundred dollars per share for each share of stock by him, according to the by-laws of The Aetna Building and Loan Association, which said note is in words and figures, as follows:

\$1000.00

FIRST MORTGAGE REAL ESTATE NOTE.

No. 22748.

FOR VALUE RECEIVED, We do hereby promise to pay to The Aetna Building and Loan Association, of Topeka, Kansas, on or before ten years after date, One Thousand Dollars with interest thereon from date thereof, in monthly installments of Eight and 33/100 dollars, also monthly dues on Two shares of stock in the sum of Five Dollars, both interest and dues being payable on the 5th day of each and every month until sufficient assets accumulate to pay each shareholder five hundred dollars per share for every share held by him in accordance with the by-laws of said Association, and in case of default in the payment of interest, or dues, or any part thereof, at the stated times, or failure to comply with any of the conditions or agreements contained in the First Mortgage on Real Estate given to secure the payment thereon, then this note shall

Recorded Oct. 24th.

(Copy)

The following is endorsed on the original instrument:

*Large all shown by the Grantee, then the Aetna Building & Loan Association, of Topeka, Kansas, the mortgagee, with the sum of One Thousand Dollars, in hand paid by the Grantee, the said The Aetna Building and Loan Association, of Topeka, Kansas, do hereby sell and convey unto the said The Aetna Building and Loan Association, and its successors, the following described premises, situated in the County of Douglas and State of Kansas, to wit: Lots Twenty-nine (29), Thirty (30), Thirty-one (31), Thirty-two (32), Thirty-three (33), Thirty-four (34), Thirty-five (35) and Thirty-six (36), in block Thirty-seven (37), in Leocompton, Douglas County, Kansas. TO HAVE AND TO HOLD THE above granted premises, with all the appurtenances thereunto belonging, unto the said grantee and its successors, forever. And the said Grantors, for themselves and their heirs, executors and administrators, covenant with the said Grantee and its successors, that the said premises are free from incumbrance, and that they have good right and lawful authority to sell the same, and that they will warrant and defend the same against the lawful claims of all persons whomsoever. And the said Grantors for themselves and their heirs, executors, administrators and assigns, hereby further promise and agree that if at any time the above described real estate be not occupied by the then owners thereof as a homestead, the rents and profits accruing from the use thereof are hereby assigned to the said The Aetna Building and Loan Association to be collected by it, and all or so much as may be necessary of the money so collected may be used and applied by it in liquidation of the above obligation, the balance, if any, to be turned over to the legal owners of said real estate. THE CONDITIONS OF THIS MORTGAGE ARE SUCH, That whereas the said John Austin Grantham and Elois Grantham, his wife have assigned, transferred and set over unto the said The Aetna Building and Loan Association, as further security for the payment of the promissory note hereinafter mentioned, Two Shares of Series Stock in Class "A", No. 22748, issued by The Aetna Building and Loan Association, on which the monthly dues are \$5.00 dollars payable on the 5th day of each month and have executed and delivered to the said The Aetna Building and Loan Association their promissory note, calling for the sum of One Thousand Dollars, with interest at the rate of eight and 33/100 Dollars per month; both interest and dues payable on the 15th day of every month until sufficient assets accumulate to pay to each shareholder five hundred dollars per share for each share of stock by him, according to the by-laws of The Aetna Building and Loan Association, which said note is in words and figures, as follows: \$1000.00 FOR VALUE RECEIVED, We do hereby promise to pay to The Aetna Building and Loan Association, of Topeka, Kansas, on or before ten years after date, One Thousand Dollars with interest thereon from date thereof, in monthly installments of Eight and 33/100 dollars, also monthly dues on Two shares of stock in the sum of Five Dollars, both interest and dues being payable on the 5th day of each and every month until sufficient assets accumulate to pay each shareholder five hundred dollars per share for every share held by him in accordance with the by-laws of said Association, and in case of default in the payment of interest, or dues, or any part thereof, at the stated times, or failure to comply with any of the conditions or agreements contained in the First Mortgage on Real Estate given to secure the payment thereon, then this note shall*