

may be recovered with interest at ten per cent in any suit to foreclose this mortgage.

And the said parties of the first part hereby further covenants and agrees to pay all taxes, general or special, which may be assessed upon said land, premises, or property; Also to abstain from the commission of waste on said premises, and keep the buildings in good repair and insured to the amount of \$1,500.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and to assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof; and in case of failure to do so, the said party of the second part its successors or assigns, may pay such taxes and assessments, make such repairs, or effect such insurance, and the amounts paid therefore with interest thereon from the date of payment at the rate of ten per cent per annum, shall be collectible with as a part of, and in the same manner as the principal sum hereby secured.

And the said parties of the first part do further covenant and agree that in case of default in payment of any installment of interest, or in the performance of any of the covenants or agreements herein contained, then, or at any time thereafter during the continuance of such default, the said party of the second part, its successors or assigns, may without notice declare the entire debt hereby secured immediately due and payable, and thereupon, or in case of default in payment of said promissory note at maturity, the said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises, by receiver or otherwise, as it may elect, and to the subsequent rents and profits of said premises, which are hereby pledged to the legal holder hereof as additional and collateral security for the payment of all monies mentioned herein, and may proceed to foreclose this mortgage; and in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

In Witness Whereof, The said parties of the first part have hereunto set their hands the day and year first above written.

J. D. Seiler,  
Mayne Seiler,

STATE OF KANSAS: COUNTY OF DOUGLAS: SS:

On this 24th day of April, A. D. 1917, before me, the undersigned, a Notary Public in and for said County and State, personally appeared, J. D. Seiler and Mayne Seiler, husband and wife, to me known to be the same persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal, on the day and year last above written.  
My commission expires Jan'y. 19, 1918. (LEGAL SEAL) Geo. L. Kresack, Notary Public.

Recorded on May 17, A. D. 1917  
at 11:05 o'clock, A.M.

Etelle Northrup  
Register of Deeds,  
Le Renu Walton, Deputy.

#### MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Joseph G. Cummings and Mabel E. Cummings, his wife, of the County of Douglas and State of Kansas, for and in consideration of the sum of Five 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 the State of Kansas, to-wit: Lot Two Hundred Thirty-Six (236) Louisiana Street, in the city of Lawrence, Douglas County, Kansas.

To Have and To Hold the above granted premises, with all the appurtenances thereto 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 a 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 Joseph G. Cummings and Mabel E. Cummings, his wife, have assigned, transferred, and set over unto the said Aetna Building and Loan Association, as a further security for the payment of the promissory note hereinafter mentioned Ten Shares of Series Stock in Class "A", No. 26071 issued by The Aetna Building and Loan Association, on which the monthly dues are \$25.00 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 Five Thousand Dollars, with interest at the rate of Forty-one and 66/100 Dollars per month; both interest and dues payable on the fifth day of every month until sufficient accumulate to pay to each shareholder five hundred dollars per share for each share of stock held by him, according to the by-laws of The Aetna Building and Loan Association, which said note is in words and figures, as follows:

First Mortgage Real Estate Note.

No. 26071.

\$5000.00  
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, Five Thousand Dollars, with interest thereon from date thereof, in monthly installments of Forty-one and 66/100 Dollars, also monthly dues on Ten shares of stock in the sum of Twenty-five Dollars, both interest and dues being payable on the 5th day of each and every month

\$ 1981.00

RECEIVED OF THE DEPARTMENT OF REVENUE, ON THE 24th DAY OF APRIL, 1917, AT LAWRENCE, KANSAS.

Charles G. Galt, Notary Public

27/1/1921

1917

1917

1917

1917

1917

1917

1917

1917

1917