

5197-8320 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 assets accumulate to pay to each shareholder five hundred dollars per share for each share of stock held by him, according to the bylaws of the Aetna Building and Loan Association, which said note is in words and figures as follows;

\$5000.00

FIRST MORTGAGE REAL ESTATE NOTE.

No. 5197-8320

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 \$41.66 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 until sufficient assets accumulate to pay each shareholder five hundred dollars per share for every 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 immediately become due and payable at the option of the legal holder hereof, and shall after such default bear ten per cent interest per annum. Appraisement waived.

Dated at Lawrence, Kansas, the 25th day of May, 1920.

Leo F. Smith,
Blanche M. Smith,

Now, if the said Leo F. Smith and Blanche M. Smith, his wife, their heirs assigns, executors, or administrators, shall well and truly pay the aforesaid note according to the tenor thereof, and all assessments, dues and fines on said stock, to the said The Aetna Building and Loan Association, or its successors, and keep said premises insured against Fire and Tornado, and pay all taxes, rates, liens, charges and assessments upon or against said property, and keep the same in good repair, as herein provided, then this mortgage shall be void; otherwise to remain in full force and virtue in law. It is further agreed, that if default shall be made in the payment of said sums of money, or any part thereof, as hereinbefore specified, or if the taxes, rates insurance, liens, charges and dues assessed or charged on the above above real estate shall remain unpaid for the space of six months after the same are due and payable, then the whole indebtedness, including the amount of all assessments, dues and fines on said stock, shall become due, and the said Grantee or its successors may proceed by foreclosure, or any other lawful mode to collect the same, and said Grantee shall be entitled to the possession of said premises and of said property. But the Board of Directors of said Association may, at their option, pay or cause to be paid, the said taxes, charges, insurance, rates, liens and assessments so due and payable, and charge them against said grantor or assigns, and the amount so paid shall be a lien on said mortgaged premises until the same be paid, and may be included in any judgment rendered in any proceeding to foreclose this mortgage; but whether they elect to pay such taxes, insurance, charges, rates, liens and assessments, or not, it is distinctly understood that in all cases of delinquencies as above enumerated, then in like manner, the said note and the whole of said sum shall immediately become due and payable. Appraisement waived.

Witness our hands this 25th day of May, 1920.

Leo F. Smith,
Blanche M. Smith,

State of Kansas, Douglas County, ss.

Be it remembered, that on this 26th day of May A.D. 1920 personally appeared before the undersigned, a Notary Public in and for said County Leo F. Smith and Blanche M. Smith (wife) who are personally known to me to be the identical persons whose names are subscribed to the foregoing deed as grantors, and acknowledged the same to be their voluntary act and deed, and that they executed the same for the purposes therein mentioned.

Witness my hand and notarial seal, the day and year last above written.

Frank I. Carter,
Notary Public.

My commission expires Sept. 9th, 1920.

(L.S.)

Recorded May 26, 1920, .
At 10:20 o'clock A.M.

Estelle Northrup
Register of Deeds,
Linn County
deputy.

Now Assignment by Book 57 Page 609