

And this conveyance shall be void if such payment be made as in said note , and as is hereinafter specified. And the said parties of the first part hereby agree to pay all taxes assessed on said premises before any penalties or costs shall accrue on account thereof, and to keep the said premises insured in favor of said mortgagee in the sum of insurable value Dollars in some insurance company satisfactory to said mortgagee, in default whereof the said mortgagee may pay the taxes and accruing penalties, interest and costs, and insure the same at the expense of the parties of the first part; and the expense of such taxes and accruing penalties, interest and costs, and insurance, shall from the payment thereof be and become an additional lien under this mortgage upon the above-described premises, and shall bear interest at the rate of ten per cent. per annum. But if default be made in such payment or any part thereof or interest thereon, or the taxes assessed on said premises, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole principal of said note, and interest thereon, and all taxes and accruing penalties and interest and costs thereon remaining unpaid or which may have been paid by the party of the second part, and all sums paid by the party of the second part for insurance, shall be due and payable, or not, at the option of the party of the second part; and it shall be lawful for the party of the second part, her executors and administrators and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law--appraisement hereby waived or not, at the option of the party of the second part, her executors, administrators, or assigns; and out of all the moneys arising from such sale to retain the amount then due or to become due according to the conditions of this instrument, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand, to the said A. D. Lee, his heirs or assigns.

In testimony whereof, the said parties of the first part have hereunto set their hands and seal, the day and year first above written.

A. D. Lee, (Seal)
Emma J. Lee, (Seal)

Signed and delivered in presence of
Hugo Orlopp,

State of Kansas, Atchison County, ss.

Be it remembered, that on this 27th day of October, A.D. 1920, before, me, the undersigned, a Notary Public in and for the County and State aforesaid, came A.D. Lee and Emma J. Lee, husband and wife, to me personally known to be the same persons who executed the within instrument of writing, and such persons duly acknowledged the execution of the same.

In witness whereof, I have hereunto set my hand and affixed my notarial seal,
on the day and year last above written.

Hugo Orlopp,
Notary Public.

My commission expires June 23, 1923. (L.S.)

Recorded November 1, 1920, at
At 9:50 o'clock A.M.

E. A. Wadsworth
Register of Deeds,
Farm House
Deputy.

MORTGAGE.

Know all men by these presents, that Frank W. Dillon and Marie E. Dillon, his wife, of the County of Douglas and State of Kansas, for and in consideration of the sum of Two 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 Five (5), Block Twenty two (22) in Sinclair's addition to 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 Frank W. Dillon and Marie E. Dillon, his wife have assigned, transferred and set over unto the said The Aetna Building and Loan Association, as a further security for the payment of the promissory note hereinafter mentioned, four shares of Series Stock in Class "A" No. 39013 issued by The Aetna Building and Loan Association, on which the monthly dues are ten 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 Two Thousand Dollars, with interest at the rate of Sixteen 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 by-laws of the Aetna

In consideration of full payment of the within mortgage I hereby release the same this 12.

ATTEST:

ATTEST:
Isa E. Williams
Register of Deeds

For Release by Request Only