

Recorded Feb. 26 - 1929

Miss E. Cunningham
Register of Deeds.

The following is a copy of the original instrument
Recorded Dec. 13, 1928, in the Office of the Register of Deeds, Kansas
the mortgage within named does hereby acknowledge, full payment of the same, by the paying
mortgagee, and authorizes the Register of Deeds of Wyandotte County, Kansas, to destroy the
said copy record. In Witness Whereof, We have hereunto set our hands on the 19th day of February
A.D. 1929. Attest: F. P. Frank, Secretary. (Correspondence)
The Office of the Register of Deeds, Kansas.
City of Wyandotte, Kansas. Feb. 26, 1929.

The conditions of This Mortgage are such, that whereas the said E. P. Day and Ellen Gaskill Day, 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. 39322 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 Building and Loan Association, which said note is in words and figures as follows;

\$2000.00

First Mortgage Real Estate Note.

No. 39322

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 Two Thousand Dollars with interest thereon from date thereof, in monthly installments of sixteen and 66/100 Dollars, also monthly dues on Four shares of stock in the sum of Ten 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 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 LeCompton, Kansas, the 29th day of November, 1920.

E. P. Day,
Ellen Gaskill Day,

Now, if the said E. P. Day and Ellen Gaskill Day, 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 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 the 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, charged, 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 6 day of December 1920.

E. P. Day,
Ellen Gaskell Day,

State of New Mexico, County, ss. Santa Fe.

Be it remembered that on this 6 day of December A.D. 1920 personally appeared before the undersigned a notary Public in and for said County, Santa Fe. State of New Mexico, E. P. Day who...personally known to me to be the identical person whose name subscribed to the foregoing deed as Grantor, and acknowledged the same to be voluntary act and deed, and that executed the same for the purposes therein mentioned.

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

José Ortiz Y. Pino,
Notary Public.

My commission expires March 2, 1923.

(L.S.)

State of Kansas,)
Douglas County,) ss.

Be it remembered, that on this 9th day of Dec. 1920, before me, J. W. Kreider, a Notary Public in and for said County and State, came Ellen Gaskill Day to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

In witness whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

J. W. Kreider,
Notary Public.

My commission expires Jan. 6, 1922.

(L.S.)

Recorded Dec. 9, 1920,
At 2:25 o'clock P.M.

Estlin Northrup,
Register of Deeds,
Trenton, N. J.
Deputy.