

Recorded Jan 22 1921

Dea E. Wellman

Register of Deeds

The following is endorsed on original instrument:
Know all men by these presents, that The Aetna Building and Loan Association of Topeka, Kansas, on the mortgage with interest, sum hereby acknowledged free payment of the note by the foregoing mortgage secured and involving the Regulator of Douglas County, Kansas to discharge the same & record. In Witness whereof, We have hereunto set our hands on the 14th day of January, A.D. 1921 - J. A. Latham, President of Aetna Building and Loan Association
Attest: J. J. Fink, (C. S. S.) Secretary. By Matt Weylmann, Jr. Vice President

the above obligation, the balance, if any, to be turned over to the legal holders of said estate.

The conditions of this mortgage are such, that whereas the said J. A. Latham and Fay B. Latham, 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, Three Shares of Series Stock in Class "A", No. 39664 issued by The Aetna Building and Loan Association, on which the monthly dues are \$7.50 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 Twelve Hundred Dollars, with interest at the rate of Ten 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:

\$1200.00

First Mortgage Real Estate Note.

No. 39664

For value received, we do hereby promise to The Aetna Building and Loan Association, of Topeka, Kansas, on or before ten years after date Twelve Hundred Dollars, with interest thereon from date thereof, in monthly installments of Ten Dollars, also monthly dues on Three shares of stock in the sum of Seven and 50/100 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 Baldwin, Kansas, the 29th day of December 1920.

J. A. Latham,
Fay B. Latham,

Now, if the said J. A. Latham and Fay B. Latham, his wife, their heirs assigns, executors, or administrators, shall well and truly pay the aforesaid note according to the tenor thereof, and all assessments, due 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 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 29th day of December 1920.

J. A. Latham,
Fay B. Latham,

State of Kansas, Douglas County, ss.

Be it remembered, that on this 5th day of January, A.D. 1921 personally appeared before the undersigned, a Notary Public in and for said County J. A. Latham and Fay B. Latham, who are personally known to me to be the identical persons whose name 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.

My commission expires May 15/1923.

(L.S.)

W. M. Clark,
Notary Public.

Recorded Jan. 11, 1921.
At 10:35 o'clock A.M.

Edwin Northrup,
Register of Deeds,
Terre Haute,
deputy.

For Release see next page.