

State of Oregon } SS.
County of Multnomah.

This Certifies, That on this 21st day of November, 1921, personally appeared before me the undersigned a Notary Public in and for said County and State, the above named Margaret Ann Berry, known to me to be the executrix of the Last Will and Testament of R.A. Berry, deceased, and also the residuary devisee and legatee named in said Last Will and Testament, and the person who executed the foregoing satisfaction of Mortgage, and acknowledged to me that she executed the same freely and voluntarily.

In Testimony Whereof, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate written.

(L.S.)

My Commission expires, Nov. 11th, 1924.

Oglesby Young
Notary Public for Oregon.

Recorded Dec 9th 1921,
at 11:40 o'clock A.M.

Estelle Northrup
Register of Deeds

MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That Laura L. Fearing, widow, of the county of Douglas and State of Kansas, for and in consideration of the sum of Fifteen Hundred 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:

The North Twelve and One-half ($12\frac{1}{2}$) feet of Lot Seven (7) and the South Thirty-seven and One-half ($37\frac{1}{2}$) feet of Lot Eight (8), block Seven (7) in Babcock'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 Grantor, for herself and her heirs, executors and administrators, covenants with the said Grantee and its successors, that the said premises are free from incumbrance, and that she has a good right and lawful authority to sell the same, and that she 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 Laura L. Fearing, widow has 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, Three Shares of Series Stock in Class "A" No. 44272 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 has executed and delivered to the said The Aetna Building and Loan Association her promissory note, calling for the sum of Fifteen Hundred Dollars, with interest at the rate of Twelve and 50/100 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:

No 44272
\$1500.00 FIRST MORTGAGE REAL ESTATE NOTE.
For Value Received, I do hereby promise to pay to The Aetna Building and Loan Association, of Topeka, Kansas, on or before ten years after date Fifteen Hundred Dollars, with interest thereon from date thereof, in monthly installments of \$12.50 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 default bear ten per cent interest per annum. Appraisement waived.

Dated at Lawrence Kansas, the 21st., day of November, 1921

Laura L. Fearing

Now, if the said Laura L. Fearing, widow, her 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 payments 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

The following is a true and correct copy of the original mortgage and satisfaction of mortgage as recorded in the office of the Register of Deeds for the County of Douglas, State of Kansas, on the 9th day of December, 1921, at 11:40 o'clock A.M. and is subject to the provisions of the Act of Congress, approved March 3rd, 1909, relating to the recording of mortgages and satisfaction of mortgages.

Recorded Nov 21 1922
Estelle Northrup
Register of Deeds