

## MORTGAGE.

Know all men by these presents, that Ralph W. Gilman and Pearl C. Gilman his wife, of the County of Douglas and State of Kansas, for and in consideration of the sum of Twenty-four 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 south Seventy (70) feet of Lots Forty-one (41) Forty-two (42) and Forty-three (43), Ames Street in Baldwin City, 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 Ralph W. Gilman and Pearl C. Gilman, 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, six shares of Series Stock in Class "A", No 46355 issued by The Aetna Building and Loan Association, or which the monthly dues are Fifteen 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 Twenty-four Hundred dollars, with interest at the rate of twenty 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:

\$2400.00

First Mortgage Real Estate Note.

No. 46355

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 Twenty Four Hundred Dollars, with interest thereon from date thereof, in monthly installments of twenty Dollars, also monthly dues on six shares of stock in the sum of Fifteen 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 City, Kansas, the 5th day of April, 1922.

Ralph W. Gilman,  
Pearl C. Gilman,

Now, if the said Ralph W. Gilman and Pearl C. Gilman, 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 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 5th day of April 1922.

Ralph W. Gilman,  
Pearl C. Gilman,

The following is returned on original instrument:

Now all men by these presents that Ralph W. Gilman and Pearl C. Gilman his wife, of the County of Douglas and State of Kansas, for and in consideration of the sum of Twenty-four 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 south Seventy (70) feet of Lots Forty-one (41) Forty-two (42) and Forty-three (43), Ames Street in Baldwin City, 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 Ralph W. Gilman and Pearl C. Gilman, 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, six shares of Series Stock in Class "A", No 46355 issued by The Aetna Building and Loan Association, or which the monthly dues are Fifteen 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 Twenty-four Hundred dollars, with interest at the rate of twenty 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:

Recorded Sept. 18 1925  
Spokane Wellman  
Register of Deeds