

MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That James V. Roberts and Ruth E. Roberts, his wife, of the County of Douglas and State of Kansas, for and in consideration of the sum of Thirteen 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 State of Kansas, to-wit:

Lot Twenty-six (26) and the North Six (6) inches of Lot Twenty-eight (28), on Massachusetts Street in 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 incumbrances, 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, be turned over to the legal owners of said real estate.

THE CONDITIONS OF THIS MORTGAGE ARE SUCH, That whereas the said James V. Roberts and Ruth E. Roberts, 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, 26 Shares of Series Stock in Class "A", No. 48130 issued by The Aetna Building and Loan Association, on which the monthly dues are \$65.00 dollars, payable on the 5th day of each month and have executed and delivered to the said The Aetna Building and Loan Association promissory note, calling for the sum of Thirteen Thousand..... Dollars with interest at the rate of One Hundred Eight and 33/100.....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:

\$13,000.00

No. 48130.

FIRST MORTGAGE REAL ESTATE NOTE.

FOR VALUE RECEIVED, We do hereby promise, to THE AETNA BUILDING AND LOAN ASSOCIATION, of Topeka, Kansas, on or before ten years after date Thirteen Thousand.....DOLLARS, with interest thereon from date thereof, in monthly installments of \$108.33.....Dollars, also monthly dues on 26 shares of stock in the sum of Sixty-five.....Dollars, both interest and dues being payable on the fifth day of each 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 Lawrence, Kansas, the 30th day of August, 1922.

James V. Roberts
Ruth E. Roberts

Now, if said James V. Roberts and Ruth E. Roberts, his wife, their heirs, assigns, executors, or administrators, shall 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 and in like manner, the said note and the whole of said sum shall immediately become due and payable. Appraisement waived.

WITNESS OUR hands this 30th day of August, 1922.

James V. Roberts
Ruth E. Roberts

The following is confirmed on the official transcript of the mortgage of James V. Roberts and Ruth E. Roberts, his wife, to The Aetna Building and Loan Association, of Topeka, Kansas, for and in consideration of the sum of Thirteen 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 State of Kansas, to-wit: Lot Twenty-six (26) and the North Six (6) inches of Lot Twenty-eight (28), on Massachusetts Street in 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 incumbrances, 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, be turned over to the legal owners of said real estate. THE CONDITIONS OF THIS MORTGAGE ARE SUCH, That whereas the said James V. Roberts and Ruth E. Roberts, 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, 26 Shares of Series Stock in Class "A", No. 48130 issued by The Aetna Building and Loan Association, on which the monthly dues are \$65.00 dollars, payable on the 5th day of each month and have executed and delivered to the said The Aetna Building and Loan Association promissory note, calling for the sum of Thirteen Thousand..... Dollars with interest at the rate of One Hundred Eight and 33/100.....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: \$13,000.00 No. 48130. FIRST MORTGAGE REAL ESTATE NOTE. FOR VALUE RECEIVED, We do hereby promise, to THE AETNA BUILDING AND LOAN ASSOCIATION, of Topeka, Kansas, on or before ten years after date Thirteen Thousand.....DOLLARS, with interest thereon from date thereof, in monthly installments of \$108.33.....Dollars, also monthly dues on 26 shares of stock in the sum of Sixty-five.....Dollars, both interest and dues being payable on the fifth day of each 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 Lawrence, Kansas, the 30th day of August, 1922. James V. Roberts Ruth E. Roberts Now, if said James V. Roberts and Ruth E. Roberts, his wife, their heirs, assigns, executors, or administrators, shall 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 and in like manner, the said note and the whole of said sum shall immediately become due and payable. Appraisement waived. WITNESS OUR hands this 30th day of August, 1922. James V. Roberts Ruth E. Roberts

Recorded Oct 24th 1922
Jas E. Wellman
Register of Deeds