To Estlan firment both interest interestand dues payable on the fifth day of every month until sufficient assets acoumulate 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 Actna Building and Loan Assocation, which said note is in words and figures as follows: FIRST MORTGAGE REAL ESTATE NOTE. No.48391-39013 \$2500.00

FOR VALUE RECEIVED, We do hereby promise to pay to THE AETNA EUILDING AND LOAN ASSOCIATION, of Topeka, Kansas, on or before ten years after date Twenty-five Hunded DOLLARS, with interest thereon from date thereof, in monthly installments of \$20. 83 ........ Dollars, also monthly dues on Five shares of stock in the sum of Twelve and 50/100 Dollars, both interest and dues being payable on the fifth 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 on 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 opt-ion of the legal holder hereof, and shall after such default bear teh per cent per annum. Appraisement waived,.

Dated at Lawrence, Kansas, the 22nd day of September, 1922.

Quy W.Smith Linda Purnell Smith

Now, if the said Guy W.Smith and Linda Purnell Smith, 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 Actna 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 in 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 of all assessments, dues and fines on said stock, shall become due, and the said Grantee or its successors may preceed 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 delinguencies 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 22nd, day of September, 1922.

Guy W.Smith Linda Purnell Smith.

## STATE OF KANSAS, Douglas COUNTY, SS.

BE IT REMEMBERED, That on this 23rd day of Sept., A.C.1922 personally appeared before the undersigned, a Notary Public in and for said County, Guy W.Smith and Linds Purnell Smith who are personally known to-me to be the identical persons whose hames are subscribed to the foregoing deed as Grahtors, 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. S.A.Wood (1.5.)

Notary 'Public. Recorded September 23rd 1922. (by commission expires Apr 10th, 1925.)

At 1;45 o'clock P.M.

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Estille Northrick Duffee Register of Deeds E Babbitt

Deputy.

RELEASE OF MORTGAGE.

The following is endorsed on the original instrument recorded in Book 55 of Mortgages at Para 476.

The note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.

As witnessing hand this ninth day of September A.D. 1922.

Sallie Rench Catherine C. Morton.