

known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.  
In Witness Whereof, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Frank E. Banks  
(L.S.) Notary Public.

My Commission expires Nov. 8, 1922.  
Recorded October 9th 1922.  
At 11:15 o'clock A.M.

Estelle Nashub Duffer  
Register of Deeds

L. B. Bitt  
Deputy.

## MORTGAGE.

KNOW ALL MEN BY THESE PRESENTS, That The Omicron Chapter of Alpha Chi Omega Society by Bertha W. Wolf, President, and Ethel A. Campbell, Secretary, of the County of Douglas and State of Kansas, for and in consideration of the sum of Six 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 the State of Kansas, to-wit:

Lots One (1), Two (2) and Three (3), and the North One-half ( $\frac{1}{2}$ ) of Lot Four (4), on Eighth 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 Grantor, for itself and its successors or assigns, covenants with the said Grantee and its successors, that the said premises are free from incumbrance, and that it has a good right and lawful authority to sell the same, and that it will warrant and defend the same against the lawful claims of all persons whomsoever.

And the said Grantor for itself and its successors or 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 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 the said real estate.

THE CONDITIONS OF THIS MORTGAGE ARE SUCH, That whereas the said Grantor 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, Twenty Shares of Series, in Class "A", No. 47769 issued by The Aetna Building and Loan Association, on which the monthly dues are \$50.00 dollars, payable on the 5th day of each month and has executed and delivered to the said The Aetna Building and Loans Association its promissory note, calling for the sum of Six Thousand.....Dollars, with interest at the rate of Fifty.....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:

\$6000.00

## FIRST MORTGAGE REAL ESTATE NOTE.

No. 47769

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 Six Thousand.....DOLLARS, with interest thereon from date thereof, in monthly installments of Fifty....Dollars, also monthly dues on Twenty shares of stock in the sum of Fifty 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 2nd day of October, 1922

The Omicron Chapter of Alpha Chi Omega Society, by

Bertha W. Wolf, President  
Ethel A. Campbell, Secretary

Now, if the said Grantor its successors or assigns shall well and truly pay the aforesaid note according to the tenor thereof, and all the 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 be made in the payment of said sums of money, or any part thereof, as hereinbefore specified, or if the taxes, 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,

The following is a copy of the original instrument of mortgage of the Aetna Building and Loan Association of Topeka, Kansas, the mortgagee, with the acknowledgment of the Register of Deeds of Douglas County, Kansas, to-wit: the mortgage of the Aetna Building and Loan Association, of Topeka, Kansas, to the said The Aetna Building and Loan Association, of Topeka, Kansas, for the sum of Six Thousand Dollars, with interest thereon from date thereof, in monthly installments of Fifty....Dollars, also monthly dues on Twenty shares of stock in the sum of Fifty 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.

Copy sent

Recorded - Feb. 1 1923  
Estelle Nashub Duffer  
Register of Deeds

Filed for record in full March 21 1924  
Received of Charles E. Bittman and Family for the same \$22.00.00  
Filed for record in full March 21 1924

Recorded April 12 1924  
Filed for record in full April 12 1924