able 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 Ninetcen Hundred Dollars, with interest at the rate of Fifteen and 83/1000 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:

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\$1900.00 FIRST MORTBAGE REAL ESTATE NOTE. .No. 50008 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 Mineteen Hundred DOLLARS; with interest thereon from date thereof, in monthly in- stallments of \$15.83 Dollars, also monthly dues on Four shares of stock in the sum of Ten Dollars, both interest and dues being payable on the 5th day of each and every month until sufficient assets accumulate to payeach shareholder five hundred dollars per share for every share held by him in accordance with the bylaws of said Associateion, 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. Appreisement waived.

Dated at Baldwin, Kansas, the 15th., day of March 1923

Mary A. Atherton

## Gilbert H. Atherton.

Now if the said Mary A. Atherton and Gilbert H. Atherton, her husbandtheir 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  $s_{1,0}$ 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