

STATE OF KANSAS, County of Douglas, ss.

Personally appeared before me, a Notary Public in and for the County and State aforesaid, this 12th day of September A.D. 1923, W. Bromelsick as President of the within named corporation mortgagee, personally known to me to be the same person who executed the above assignment, and duly acknowledged the execution of the same to be the act of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal, the day and year last above written.

L.S.

My commission expires March 22, 1926.

RECORDED Sept. 13, 1923,
At 9:20 o'clock A.M.

T.J. Sweeney Jr. Notary Public.

Isaac E. Wellman
Register of Deeds

By *Joe Wellman*
Deputy

MORTGAGE

Know all Men by These Presents, That J.E. Wade and Alma J. Wade, his wife, of Douglas County, State of Kansas, first parties, do hereby mortgage and warrant unto THE RAILROAD BUILDING, LOAN & SAVINGS ASSOCIATION, of Newton, Kansas, second party, the following described real estate lying and situate in the county of Douglas in the state of Kansas, to wit: Lots 12, 13 and 14, Block 2, Cranson's Sub-division of Block 15 of Babcock's Enlarged addition to the City of Lawrence, as shown by the recorded plat thereof: to secure the payment of the sum of One Thousand Dollars, advanced and loaned by the second party to the first parties on Certificate No. 22538 for 10 shares of the Capital Stock of the second party, according to the terms of the certain promissory note of this date, executed by the first parties to second party, and to secure the payment of interest on said note, and the dues, fines or other charges on said stock, in accordance with the Constitution and By-laws of second party.

The first parties expressly agree that they will pay to second party, its successors or assigns, on or before the twenty-fifth day of each month the sum of \$6.00 as dues on said stock and the further sum of \$8.33 as interest on said sum of \$1000.00 and also all fines or other charges that may be assessed against said stock, until such time as said stock shall reach the ultimate value thereof and fully mature and be fully paid in and of the value of \$100.00 per share, according to the terms and provisions thereof and the Constitution and By-Laws of said second party.

NOW, if said first parties shall pay all of the said sums of money according to the terms and tenor of said note and this mortgage, and all dues and fines and other charges on said stock, and keep said premises insured, to the insurable value thereof, against Fire and Tornado, and deposit all policies of such insurance with, and make all losses thereunder payable to second party, as its interests may appear under this mortgage, and keep the same in good repair, then this mortgage shall be void; otherwise to remain in full force and effect.

It is further agreed that in case of default in the monthly payment of said sums of money, or any part thereof, or in the payment of any interest, or dues, or fines or other charges on said stock, in accordance with the Constitution and By-Laws of said Association, for a period of six successive months, or if the said first parties shall become indebted to said Association on any account whatever, in a sum equal to the gross amount of said dues, interest, fines, and other charges for the period of six months, then the whole amount of principal, interest, dues on stock and fines, and other charges, accrued and collectable hereunder, shall become due and payable at once, without notice, and the second party, its successors or assigns, may immediately foreclose this mortgage, according to law, and make sale of said premises and collect all of said sums of money and indebtedness; and second party shall cancel said stock and apply the withdrawal value of the same as payment on the indebtedness hereby secured.

It is further agreed that in case of foreclosure of this mortgage, the second party shall be entitled, without respect to the condition or value of the property herein described, to have the Court appoint a Receiver to take immediate possession of the mortgaged premises, to maintain and lease the same, and to collect the rents and profits arising therefrom during the pendency of such foreclosure and until the debt is fully paid and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses of such receivership.

It is further that the second party, at its option, may procure insurance upon said premises, if first parties fail to procure the same, and charge the amount paid therefor against the first parties, and the amounts so paid shall be a lien upon said mortgaged premises, and bear interest at the rate of ten per cent per annum until repaid, and shall be included in any judgment rendered in the foreclosure of this mortgage; but whether the second party elects to procure such insurance or not, it is distinctly understood and agreed that in case of any such default all of the said sums of money and the whole of the indebtedness secured by this mortgage shall become immediately due and payable.

It is further agreed that any judgment rendered for any of the indebtedness hereby secured shall bear interest at the rate of ten per centum until paid.

The first parties are members of the said THE RAILROAD BUILDING, LOAN AND SAVINGS ASSOCIATION, a corporation organized under the laws of the State of Kansas and engaged in the business of a building and loan association; and this mortgage is made and shall be construed in accordance with the provisions of the Constitution and By-Laws of said Association, and in accordance with the laws of the State of Kansas in every particular.

Witness our hands, this 29th day of August A.D. 1923.

J.E. Wade

Alma J Wade

STATE OF KANSAS } ss.
COUNTY OF DOUGLAS }

Be it remembered that on the 11th day of September A.D. 1923 before me the undersigned notary public in and for said County and State, came J.E. Wade and his wife Alma J. Wade who are personally known to me to be the identical persons who executed the foregoing Mortgage Deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above mentioned.

My commission expires on the 13th day of January 1924.

L.S.

John C. Enick
Notary Public

RECORDED Sept. 14th, 1923,
At 4:20 o'clock P.M.

Isaac E. Wellman
Register of Deeds

By *Joe Wellman*
Deputy

Recorded July 30, 1924
Isaac E. Wellman
Register of Deeds

This mortgage is not recorded, on original instrument, is hereby returned and discharged. The above is a copy of the original instrument as recorded in the County of Douglas, Kansas, on the 13th day of September, 1923, by J.E. Wade and Alma J. Wade, his wife, and Joe Wellman, Deputy Register of Deeds.