

Now, if said first parties shall pay all of said sums of money according to the 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 policies of such insurance with, and make all losses thereunder payable to second party as its interest 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, fines, and other charges for other charges accrued and collectible hereunder shall become due and payable at once without notice law and the second party its successors or assigns may immediately foreclose this mortgage, according to law and make title 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 the second party at its option may procure insurance on said premises if said 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 centum 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 on any such default all of 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 per annum until paid.

The first parties are members of the said THE AMERICAN BUILDING AND LOAN 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 31st day of December. A. D. 1923.

Wayne Clarence Maxey
Nannie Bell Maxey

State of Kansas }
Shawnee County } ss.

Be It Remembered that on the 31st day of December A.D. 1923 before me the undersigned Notary Public in and for said County and State, came Wayne Clarence Maxey, and Nannie Bell Maxey, his wife, and 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 30th day of June 1926.

L.S.

A. C. Brady, Notary Public.

The following is endorsed on the original instrument in Book 66 Page 245.

ASSIGNMENT.

From
Citizens State Bank of Lawrence, Ks.
To
Fraternal Aid Union.

State of Kansas, Douglas County, ss.
This instrument was filed for record on the 12th day of January, A.D. 1924, at 10:05 A.M.

By Edw. E. McElanahan
Register of Deeds

By Joe. McElanahan Deputy.

For value received, the undersigned owner of the within mortgage does hereby assign and transfer the same to The Fraternal Aid Union, Lawrence, Kansas.

Attest: C. W. Sparr.
Corp Seal.

The Citizens State Bank, Lawrence, Ks.
By A. F. McClannahan, Vice President.

State of Kansas }
County of Douglas } ss

Be It Remembered that on this 11th day of January A.D. 1924 before me the undersigned a Notary Public in and for said County and State, came A. F. McClannahan, Vice President of the Citizens State Bank, Lawrence, Kansas, the mortgagee named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage, and such person duly acknowledged the execution of Assignment.

In Witness Whereof, I have hereunto set my hand and affixed my notarial Seal the day and Year last above written.

My Commission expires Jan. 23, 1924.
L.S.

C. M. Manter, Notary Public.

Handwritten notes in right margin:
Know all men by these presents, that the American Building and Loan Association, a corporation organized under the laws of the State of Kansas, and engaged in the business of a building and loan association, has by its duly authorized officers, Wayne Clarence Maxey and Nannie Bell Maxey, its president and vice president, respectively, executed and acknowledged the foregoing mortgage deed, and the same has been duly filed for record in the office of the Register of Deeds of Douglas County, Kansas, on the 12th day of January, A.D. 1924, at 10:05 A.M. In testimony whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above mentioned.
Edw. E. McElanahan
Register of Deeds