

MORTGAGE RECORD 67

27

SAUL BODDYPORTH STATIONERY CO KANSAS CITY MO 64114

From
Olive Maude Stewart et al
To
The American Building and Loan Association.

MORTGAGE.

State of Kansas Douglas County, ss;
This instrument was filed for record Jan.
31st, 1925, at 10:35 AM.

John E. Wellman

Register of Deeds.

By-----Deputy.

KNOW ALL MEN BY THESE PRESENTS, That----- Olive Maude Stewart, a single woman, Nora D.S. Lockwood and A. O. Lockwood, her husband, and E. May S. Torrey, a single woman, of --- County, State of Kansas, first parties, do hereby mortgage and warrant unto The American Building and Loan Association of Topeka Kansas, second party, the following described real estate lying and situate in the County of Douglas in the State of Kansas, to-wit:

Lots 68 and 70 on Fremont Street and the North 69 feet of Lots 67 and 69 on Grove Street all in Baldwin City of Kansas.

to secure the payment of the sum of Seven Hundred and no/100 Dollars, advanced and loaned by the second party to the first parties on Certificate No 2714 " for -7- 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 last day of each month the sum of \$3.64 as dues on said stock and the further sum of \$5.25 as interest on said sum of \$700.00 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 months, or if the said 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 collectible 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 with drawal 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 upon said premises, if first parties fail to procure the same, and charge the amount paid therefore 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 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 22nd day of November A.D 1924.

Mrs Nora D. S. Lockwood
A. O. Lockwood
Olive Maude Stewart
E. May S. Torrey.

State of Kansas ()
Douglas County)ss;

It is Remembered That on the 26th day of November A.D. 1924 before me, the undersigned notary Public, in and for said County and State, came Mrs Nora D. S. Lockwood (A. O. Lockwood her husband and E. May S. Torrey single, 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 at year last above mentioned.

Chas. E. Beeks.
Notary Public.

L.S.
My Commission expires Apr. 7, 1925 -- day-- of-- 19.

State of Missouri ()
County of Warren)ss;

On this 11th day of December 1924, before me personally appeared Olive Maude Stewart, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed. And the said Olive Maude Stewart further declared herself to be single and unmarried.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal at my office in Warrenton, Warren County, Missouri, the day and year first above written.

My Term as Notary Public expires September 10, 1925

Mabel Bockhorst.
Notary Public.

L.S.

This instrument was filed for record Jan. 31st, 1925, at 10:35 AM. by John E. Wellman, Register of Deeds.

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