

# MORTGAGE RECORD 67

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## MORTGAGE.

From  
G.F. Humphrey and wife

To  
Railroad B.L. & Sav. Assn.

State of Kansas, Douglas County, SS.  
Recorded this 10 day of August, 1925  
At 2:55 o'clock P.M.

*Geo. E. Wellman*

Register of Deeds.

Know All Men By These Presents, That George F. Humphrey and Annetta B. Humphrey 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:

Lot 3, Rosfords Second Addition to the City of Lawrence Kansas:  
to secure the payment of the sum of Four Thousand Dollars, advanced and loaned by the second party to the first parties on certificate No 26917 for 40 shares of the Capitol Stock of the second party, according to the terms of the promissory note of this date, executed by the first parties to the second party, and to secure the payment of interest on said note and the dues fines or other charges on said stock, 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 \$24.00 as dues on said stock and the further sum of \$33.33 as interest on said sum of \$4,000.00 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 life 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 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, or 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, secured 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 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 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 therefor against the first parties, and the amount so paid shall be a lien upon said mortgage 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 of any 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 per annum until paid.

The first parties are members of the said The Railroad Building, Loan & 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 Kansas in every particular.

Witness our hand, this 3rd day of August A.D. 1925.

State of Kansas  
County of Douglas SS.

Geo. F. Humphrey.  
Annetta B. Humphrey.

Be it remembered that on the 10th day of August A.D. 1925 before me the undersigned, in and for said county and State, came Geo. F. Humphrey & his wife and Annetta B. Humphrey 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 29 day of December 1928  
L.S.

Bernice E. Jones  
Notary Public.

From  
Simpson Taylor et al. Bankers Life Insurance Co.

State of Kansas, Douglas Co. ss,  
This instrument was filed for record  
on Aug. 7, 1925. At 4:15 P.M.

*Geo. E. Wellman*

Register of Deeds.

This Indenture, Made July 8, 1925 by and between Simpson Taylor and Hattie M. Taylor his wife, of Douglas County, Kansas, and Francis V. Butler and Russell E. Butler her husband of Winona County, Minnesota and Kate E. Griffith, single, of the County of Lincoln State of Colorado parties of the first part and the Bankers Life Insurance Company of Nebraska, party of the second part: Witnesseth, That said parties of the first part in consideration of the sum of Seven Thousand (\$7000.00) Dollars paid by said party of the second part, the receipt whereof is hereby acknowledged do hereby sell and convey unto the said second party, its successors or assigns the following described real estate situated in the County of Douglas and State of Kansas, to-wit:

The south west quarter of section One (1) in township fifteen (15) south range nineteen, east of the sixth principal Meridian. Containing in all One hundred Sixty acres, according to Government survey.

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