

MORTGAGE RECORD 67

209

Reg. No. 1099
Per Paid 750

From T. W. Robinson et ux
To Railroad Building Loan and Savings Bank

State of Kansas, Douglas County, ss;
This instrument filed Sep. 18, 1925
at 2:10 PM.
Jas E. Wellman
Register of Deeds.

KNOW ALL MEN BY THESE PRESENTS, That T. W. Robinson and Bessie J. Robinson 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 2, Block 7, University Place, an Addition to the City of Lawrence, according to the recorded plat thereof,

to secure the payment of the sum of ---Three Thousand Dollars, advanced and loaned by the second party to the first parties on Certificate No. 25024 for 30 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 said 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 \$18.00 as dues on said stock and the further sum of \$25.00 as interest on said sum of \$3,000.00 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 to 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 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 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 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 payments 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 amounts so paid shall be a lien upon such 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 of any such default all of the said sums of money and the whole of the indebtedness secured by this mortgage shall be one 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 & 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 17th day of September A.D. 1925

Thomas W. Robinson
Bessie J. Robinson.

State of Kansas
County of Douglas ss;

Be It Remembered That on this 17th day of September A.D. 1925 before me the undersigned notary public in and for said County and State, came Thomas W. Robinson and Bessie J. Robinson his wife, 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.

L. S.

Bernice E. Jones,
Notary Public.

My commission expires on the 29th day of December, 1928.

ASSIGNMENT OF MORTGAGE

From Merchants Loan & Savings Bank
TO Mrs. D. E. Esterly

State of Kansas, Douglas County, ss
This instrument was filed for record on this 19 day of Sept. A. D. 1925, at 10:05 o'clock A. M.
Jas E. Wellman
Register of Deeds

For Value Received, we hereby sell, transfer and assign to Mrs. D. E. Esterly, all our right, title and interest in and to a certain mortgage, and the indebtedness secured thereby, made and executed by

The same instrument filed in full, and this day assigned to the Railroad Building Loan & Savings Association, by W. H. Hunsaker, Attest: C. M. Hunsaker, Sec. (Corp. Seal.)

Recorded Dec 6, 1926
Jas E. Wellman
Register of Deeds