

Reg. No. 1191
Ex. Date 8/12

MORTGAGE

From Leslie C. Cox et ux
To The Aetna Building and Loan Association

State of Kansas, Douglas County, ss.
This instrument filed for record
October 27, 1925 9:50 A. M.
Ida E. Weelmau
Register of Deeds.

KNOW ALL MEN BY THESE PRESENTS, That Leslie C. Cox and Ida May Cox, his wife, (Grantors), of the County of Douglas, and State of Kansas, for and in consideration of the sum of Seven Hundred Fifty Dollars, in hand paid by The Aetna Building and Loan Association, of Topeka, Kansas, (Grantee), do hereby sell and convey unto the said The Aetna Building and Loan Association, and its successors, or assigns, the following-described premises, situated in the County of Douglas, and the State of Kansas, to-wit:

Lots Nineteen (19) and Twenty (20), in Block Two Hundred Six (206), in the City of Eudora, Kansas.

TO HAVE AND TO HOLD the above granted premises, with all the improvements thereon and appurtenances thereto belonging, unto the said Grantee and its successors or assigns forever.

And the said Grantors for themselves and their heirs, executors, administrators, and assigns covenant with the said Grantee and its successors, or assigns, that the said premises are free and clear from any and all encumbrance, and that they have a good right and lawful authority to convey and mortgage the same, and that they will warrant and defend the title thereto against the lawful claims of any and all persons whomsoever.

THE CONDITIONS OF THIS MORTGAGE ARE SUCH, That whereas the said Grantors are the owners of Two shares of installment stock of the said The Aetna Building and Loan Association, and do hereby transfer and assign said shares of stock to said Association as additional security for the aforesaid indebtedness, and hereby covenant, promise, and agree to do and perform all things which the By-laws of said Association require of its shareholders and borrowers, and do hereby further promise to pay to said Association on said shares and loan the sum of Eleven and 25/100 Dollars per month on or before the twentieth day of each and every month until the said shares shall reach matured value of five hundred dollars per share, according to the provisions of the By-laws, and in accordance with the terms of a certain promissory note, executed note, executed by the said Grantors and reading in words and figures as follows:

FIRST MORTGAGE REAL ESTATE NOTE (NON-NEGOTIABLE)

IN CONSIDERATION of Seven Hundred Fifty Dollars, borrowed money, the receipt whereof is hereby acknowledged, We promise to pay to The Aetna Building and Loan Association, of Topeka, Kansas, the sum of Seven Hundred Fifty Dollars with interest thereon from date, payable in installments of Eleven and 25/100 Dollars per month, being the interest on said borrowed money in the amount of Six and 25/100 Dollars, as well as the dues on Two shares of installment stock of said Association in the amount of Five Dollars, both interest and dues, as aforesaid, being payable at the office of the said Association in Topeka, Kansas, on or before the twentieth day of each and every month until the said shares shall have attained full matured value of five hundred dollars per share, in accordance with the stated times, or failure to comply with any of the conditions or agreements contained in the First Mortgage on Real Estate given to secure the payment thereof, then this note shall immediately become due and payable at the option of the legal holder hereof, and shall, after such default, bear interest at the rate of 10% per annum. Appraisement waived.

Dated at Eudora, Kansas, the 13th day of October, 1925.

Leslie C. Cox Leslie C. Cox
Ida May Cox Ida May Cox

And the said Grantors for themselves and their heirs executors, administrators, and assigns hereby further promise and agree that if at any time the above-described real estate be not occupied by the then owner -- thereof as a homestead, the rents and profits accruing from the use thereof are hereby assigned to the said The Aetna Building and Loan Association to be collected by, it and all or so much as may be necessary of the money so collected may be used and applied by it in liquidation of the above obligation, the balance, if any, to be turned over to the legal owners of said real estate.

NOW, if the said Grantors their heirs, executors, administrators, or assigns shall well and truly pay the aforesaid note according to the tenor hereof, and all assessments, dues and fines, on said stock and shall keep said premises insured against fire and tornado in an amount equal, at least, to the amount of the loan and deliver the policies covering said insurance in such form and in such companies as shall be acceptable and satisfactory to the said Association, and shall pay all taxes, rates, liens, charges and assessments upon or against such property and keep the same in good repair, and do and perform all things which the By-laws of said Association require of its shareholders and borrowers as hereinbefore provided, then this mortgage shall be null and void; otherwise to remain in full force and virtue in law.

It is further agreed that, in case default be made in the payment of such sums of money, or any part thereof, as hereinbefore specified, or if the taxes, rates, insurance, liens, charges and dues assessed or charged on the above real estate shall remain unpaid for the period of six months after the same are due and payable, then the whole indebtedness, including the amount of all assessments, dues and fines on said stock, shall become due and the said Grantee, or its successors, or assigns, may proceed to foreclose, or pursue any other lawful mode to collect the same, and said Grantee shall be entitled to the possession of said premises and of said property. However, the said Grantee may, at its option, pay, or cause to be paid, the said taxes, charges, insurance, rates, liens and assessments so due and payable, and charge them against said Grantor, or assigns, and the amount so paid shall be a lien on said mortgaged premises, as herein described, and shall bear interest at the rate of ten per cent per annum until the same be paid, and may be included in any judgment rendered in any proceeding to foreclose this mortgage; but whether or not the Grantee elects to pay such taxes, insurance, charges, rates, liens and assessments, it is distinctly understood that in all cases of delinquencies as above enumerated, then in like manner, the said note and the whole of said sum shall immediately become due and payable. Appraisement waived.

The privilege is granted to the borrower to make payment and settlement of the debt secured by this mortgage before maturity of the stock herein mentioned, upon first giving thirty days' notice in writing and on condition that in such a case interest shall be charged and paid at the rate of ten per cent from date of this mortgage until the date of expiration of said notice, as provided by the By-laws.

WITNESS our hands this 13th day of October, 1925.

Leslie C. Cox
Ida May Cox

STATE OF KANSAS, DOUGLAS COUNTY, ss.

RE IT REMEMBERED, That on this 17th day of Oct. A.D. 1925 personally appeared before the

This Release
was written
on the original
Mortgage

Witnessed
this 12th day
of Oct. 1925

Harold B. Beck
Reg. of Deeds.
Ida E. Weelmau
Deputy