

names and affixed their seals on the day and year above mentioned.  
executed and delivered in presence of  
-----, S.V. Firestone

John N. Clinkenbeard (SEAL)  
Mary Clinkenbeard (SEAL)

State of Kansas  
Shawnee County SS.

Be it remembered, That on this 15th day of February A.D. nineteen hundred and twenty six before me, the undersigned a Notary Public in and for said County and State, came John N. Clinkenbeard and Mary Clinkenbeard his wife, who are personally known to me to be the identical persons described in and 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 written.

S.V. Firestone  
Shawnee County Kansas.

LS  
My Commission expires July 20, 1926.

From  
J.L. Burkholder et al  
To  
Aetna Bldg. & Loan ass'n.

MORTGAGE.

State of Kansas, Douglas co, ss  
This instrument was filed for record  
Feb. 19, 1926, at 10:40 A.M.

Isaiah E. Wellman  
Register of Deeds.

log. No. 1482  
Fee Paid 75.00

Know All Men by These Presents, That J.L. Burkholder, Rebecca M. Burkholder his wife, R.K. Moody and Susanna C. Moody his wife, (Grantors) of the County of Douglas and State of Kansas, for and in consideration of the sum of Thirty Thousand Dollars in hand paid by 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 two hundred thirteen (213) and two hundred fifteen (215) on Tennessee street in the City of Lawrence, 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 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 60 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 four hundred 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 by the said grantors and reading in words and figures as follows: \$30,000.00 First Mortgage Real Estate Note (Non Negotiable). In consideration of Thirty thousand 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 Thirty Thousand Dollars with interest thereon from date, payable in installments of Four Hundred Dollars per month, being the interest on said borrowed money in the amount of \$250.00 Dollars as well as the dues on sixty shares of installment stock of said association in the amount of one hundred fifty 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 By-Laws of said association, and in case of default in the payment of interest or dues or any part thereof at 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 Lawrence, Kansas the 9th day of February 1926.

J.L. Burkholder  
Rebecca M. Burkholder

R.K. Moody  
Susanna C. Moody

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 thereof, and all assessments, dues and fines if any, 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 assessments 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 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

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