

MORTGAGE RECORD 67

361

From
Eva Adams

MORTGAGE.

To
Aetna Bldg. & L. Ass'n.

State of Kansas, Douglas co. ss
This instrument was filed for record
June 16, 1926. At 3:30 P.M.

Eva Adams
Register of Deeds.

No. 1804
Filed 5/2

Know all Men by these presents, That Eva Adams, also known as Eva Guffin, a single woman, thousand 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:

Lot seventeen (17) Rhode Island street, in the City of Lawrence, Kansas.
To Have and to hold the above granted premises, with all the improvements thereon and appurtenances there-
to belonging unto the said grantee and its successors or assigns forever.

And the said grantor for herself and her heirs, executors, administrators and assigns, cov-
enant with the said grantee and its successors or assigns, that the said premises are free and clear from
any and all encumbrance and that she has a good right and lawful authority to convey and mortgage the
same, and that she will warrant and defend the title thereto against the lawful claims of any and all
persons whomsoever. The conditions of the mortgage are such: That whereas the said grantor is the owner
of four 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 share-holders and borrowers and do hereby further promise to pay to said
association on said shares and loan the sum of twenty six and 66/100 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 by the said Grantor and reading in words and figures as follows:

----- First Mortgage Real estate Note (Non-negotiable)
In consideration of Two Thousand Dollars, borrowed money the receipt whereof is hereby
acknowledged, I, promise to pay to The Aetna Building and Loan Association of Topeka, Kansas, the sum of
Two Thousand Dollars with interest thereon from date payable in installments of twenty six and 66/100
per month being the interest on said borrowed money in the amount of sixteen and 66/100 dollars as well
as the dues on four shares of installment stock of said association in the amount of ten dollars both
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 fail-
ure 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 16th day of June, 1926.

Eva Adams
(Also known as Eva Guffin)

And the said grantor for herself and her 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 neces-
sary 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 grantor, her 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
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 share-holders and borrow-
ers 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 any other lawful mode to collect the same and said grantee shall be entitled to the posses-
sion 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 then against said Grantor, or assigns and the amount so paid shall be a lien on said mortgages
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 per annum from date of this mortgage until the date of expiration of said notice as provided
by the By-laws.

Witness our hands this 16th day of June, 1926.

Eva Adams
Also known as Eva Guffin.

State of Kansas }
Douglas County } ss

Be it remembered, That on this 16th day of June, A.D. 1926 personally appeared before the
undersigned, a Notary Public in and for said county Eva Adams also known as Eva Guffin who is person-
ally known to me to be the identical person whose name is subscribed to the foregoing deed as Grantor
and acknowledged the same to be her voluntary act and deed as grantor and acknowledged the same to
be her voluntary act and deed and that she executed the same for the purposes therein mentioned.

Witness my hand and notarial seal the day and year last above written.

LS
My Commission expires Jan. 23, 1927/

Myrtle McCollins
Notary Public

Known all men by these presents, That the Aetna Building and Loan Association of Topeka, Kansas, do hereby sell and convey unto the said Eva Adams, also known as Eva Guffin, a single woman, thousand 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: Lot seventeen (17) Rhode Island street, in the City of Lawrence, Kansas. To Have and to hold the above granted premises, with all the improvements thereon and appurtenances there- to belonging unto the said grantee and its successors or assigns forever. And the said grantor for herself and her 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 she has a good right and lawful authority to convey and mortgage the same, and that she will warrant and defend the title thereto against the lawful claims of any and all persons whomsoever. The conditions of the mortgage are such: That whereas the said grantor is the owner of four 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 share-holders and borrowers and do hereby further promise to pay to said association on said shares and loan the sum of twenty six and 66/100 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 by the said Grantor and reading in words and figures as follows: ----- First Mortgage Real estate Note (Non-negotiable) In consideration of Two Thousand Dollars, borrowed money the receipt whereof is hereby acknowledged, I, promise to pay to The Aetna Building and Loan Association of Topeka, Kansas, the sum of Two Thousand Dollars with interest thereon from date payable in installments of twenty six and 66/100 per month being the interest on said borrowed money in the amount of sixteen and 66/100 dollars as well as the dues on four shares of installment stock of said association in the amount of ten dollars both 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 16th day of June, 1926. Eva Adams (Also known as Eva Guffin) And the said grantor for herself and her 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 grantor, her 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 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 share-holders 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 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 then against said Grantor, or assigns and the amount so paid shall be a lien on said mortgages 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 per annum from date of this mortgage until the date of expiration of said notice as provided by the By-laws. Witness our hands this 16th day of June, 1926. Eva Adams Also known as Eva Guffin. State of Kansas } Douglas County } ss Be it remembered, That on this 16th day of June, A.D. 1926 personally appeared before the undersigned, a Notary Public in and for said county Eva Adams also known as Eva Guffin who is personally known to me to be the identical person whose name is subscribed to the foregoing deed as Grantor and acknowledged the same to be her voluntary act and deed as grantor and acknowledged the same to be her voluntary act and deed and that she executed the same for the purposes therein mentioned. Witness my hand and notarial seal the day and year last above written. LS My Commission expires Jan. 23, 1927/ Myrtle McCollins Notary Public

Nov 23
Eva Adams