

And the said Grantor for itself and its successors 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 home, and 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, it is said Grantor its successors 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 equal amount, 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 a greed that, in case default be made in the payment of such sum 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 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 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 2nd day of July, 1926/

Attest;  
Gladys G. Ferris, Secretary.  
Corp Seal

The Phi Chapter of the Alpha Omicron Pi Sorority  
By Jessie Marie Senor, President.

State of Kansas, County of Shawnee, ss;

I do hereby certify that on this 14th day of July 1926, personally appeared before me a Notary Public in and for said County, Jessie Marie Senor, President and Gladys G. Ferris, Secretary of The Phi Chapter of the Alpha Omicron Pi Sorority, to me known to be the identical persons who subscribed their names to the within and foregoing instrument as its officers and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.

L.S.  
My Commission expires March 19th, 1927.

J. P. Moore, Notary Public,

# MORTGAGE

From  
Farmers Union Co-operative Elevator Ass'n

State of Kansas, Douglas Co. ss;  
This instrument filed July 16th, 1926  
at 9:10 AM.

To  
Emery C. Trull, Trustee,

*Jas. E. Wellman*  
Register of Deeds

This mortgage, made this 3rd day of June in the year of Our Lord One Thousand Nine Hundred and twenty-six and between The Farmers Union Co-operative Elevator Association, a corporation of Baldwin of the County of Douglas and State of Kansas parties of the first part, and Emery C. Trull, as trustee, part of the second part;

Witnesseth, That said parties of the first part, for and in consideration of the sum of ---Eight Thousand Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged have granted, bargained, sold, conveyed, and by these presents do grant, bargain, sell and convey unto the said party of the second part, and to his heirs and assigns forever, all of the following described tract, piece and parcel of land lying and situate in the County of Douglas and State of Kansas, to-wit:

Begin one thousand feet East of the South west corner of the North west quarter of Section four (4) township fifteen (15) Range twenty (20) thence due North 600 feet, thence due east 640 feet more or less to a point intersecting the west line of the Kansas City, Lawrence, & Southern Railroad right of way thence in a southeasterly direction along right of way to a point intersecting the south line of said N.W. quarter of Sec 4-15-20 thence due west along said quarter section to place of beginning, being in all five and a fraction acres.

Together with all the plant equipment, furniture and fixtures being a part of and appertaining to the business of the Farmers Union Co-operative Elevator Association, a corporation as aforesaid.

It being intended to execute a real estate mortgage upon the real estate above described by first party and to mortgage to second party as trustee, all of the Warehouse on the A.T. & F. Right of Way equipment, furniture and fixtures of whatever kind or nature, now or hereafter belonging to or becoming a part of the assets and property of such first party and upon all replacements, renewals and additions to such personal property above described as may hereafter come into the possession of first party.

First party makes the conveyance to second party, as trustee for first party, and hereby specifically directs second party to take and hold all rights hereunder as trustee and when first party pays to him as trustee any sum of money as interest or principal hereunder, then and in that event he shall be and is hereby instructed, as such trustee, to pay to any and all bond holders hereafter mentioned, any proportion of amount of bonds held by such holders in proportion to this mortgage with interest at the rate of seven per cent on the total amount of such investment. Second party is hereby instructed by first party to make and issue to such as may wish to purchase hereunder any bonds at par value against this mortgage, a bond or debenture against this mortgage shall be equal to the amount of money invested in this mortgage by such holder and to pay to such purchaser thereof,

The following is a copy of the original instrument:  
 Emery C. Trull, as trustee, for the Farmers Union Co-operative Elevator Association, a corporation of Baldwin of the County of Douglas and State of Kansas, parties of the first part, and Emery C. Trull, as trustee, part of the second part, do hereby certify that on this 14th day of July 1926, personally appeared before me a Notary Public in and for said County, Jessie Marie Senor, President and Gladys G. Ferris, Secretary of The Phi Chapter of the Alpha Omicron Pi Sorority, to me known to be the identical persons who subscribed their names to the within and foregoing instrument as its officers and acknowledged to me that they executed the same as their free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.  
 L.S.  
 My Commission expires March 19th, 1927.  
 J. P. Moore, Notary Public,

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