

MORTGAGE RECORD 67

455

From
Harry Hutchings
To
Peoples State Bank.

ASSIGNMENT.

State of Kansas, Douglas Co. ss
This instrument was filed for record Oct. 28, 1926. At 11:56 A.M.

John E. Wellman
Register of Deeds.

(The following is endorsed on instrument in book 59, page 580)
For and in consideration of Two Thousand Dollars to---in hand paid the receipt of which is Peoples State Bank, Lawrence, Kans. or its assigns the note by the foregoing mortgage secured and do hereby assign and transfer to the said Peoples State Bank, Lawrence, Kans. all the right, title and interest to the lands and tenements in said mortgage mentioned and described.
In Witness Whereof, I have hereunto set my hand and seal at Lawrence in the county of Douglas and state of Kansas this 28th day of October, A.D. 1926,

signed, sealed and delivered in presence of

Harry Hutchings (SEAL)

State of Kansas [
Douglas County ss

Be it remembered, That on this 28th day of Oct. A.D. 1926 before me S.A. Wood a Notary Public in and for said county and state came Harry Hutchings who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

LS
My commission expires April 19, 1929.

S.A. Wood
Notary Public.

From
Beatrice M. Sanders
to
Aetna B. & L. Ass'n.

MORTGAGE.

State of Kansas, Douglas Co. ss
This instrument was filed for record Nov. 1, 1926. At 11:20 A.M.

John E. Wellman
Register of Deeds.

Know All Men by these Presents, That Beatrice M. Sanders and O.W. Sanders her husband (grantors) of the county of Douglas and state of Kansas, for and in consideration of the sum of Thirteen Hundred 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:
The south seventy five (75) feet of the west half of lot ninety seven (97) and the south seventy five (75) feet of lot ninety nine (99) on Jersey Street Baldwin, 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 whatsoever.

The Conditions of This Mortgage are such, That whereas the said Grantors are the owners of 2-3/5 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 Fourteen and 95/100 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 grantors and reading in words and figures as follows:
\$1300.00

First Mortgage Real Estate Note (Non-negotiable)
In consideration of Thirteen Hundred 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 Thirteen Hundred Dollars with interest thereon from date payable in installments of fourteen and 95/100 Dollars per month being the interest on said borrowed money in the amount of eight and 45/100 Dollars as well as the dues on 2-3/5 shares of installment stock of said association in the amount of six and 50/100 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. Appraisal waived. Dated at Baldwin Kansas the 29th day of October, 1926

Beatrice M. Sanders
O.W. Sanders

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 said 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

Recorded March 23 1927
John E. Wellman
Register of Deeds
Rec'd 210
Exp'd 3.24
The following is endorsed on mortgage instrument:
This mortgage was filed for record on the 29th day of October, 1926, at 11:20 A.M. in the office of the Register of Deeds for the County of Douglas, Kansas. It is hereby acknowledged that the same was duly executed by the parties thereto on the 29th day of October, 1926, at Baldwin, Kansas. In witness whereof, I have hereunto set my hand and seal on the 29th day of October, 1926.
John E. Wellman
Register of Deeds