

MORTGAGE RECORD 67

533

Dated at Baldwin City, Kansas, the 7th day of February, 1927,
Zeta Chi Alumni, By Allen K. Gibbon, President,
Corp Seal. Paul L. Evans, Secretary.

And the said Grantor for itself and its successors and assigns, hereby further promise and agree that if 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 Acema 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 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 promises 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, 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 requires 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 judgement 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 until the date of expiration of said notice, as provided by the By-Laws.

Witness our hands this 7th day of February 1927.

Zeta Chi Alumni Association, By Allen K. Gibbon
Corp Seal. President.
Paul L. Evans, Secretary,

State of Kansas, Douglas County, ss;
Be It Remembered That on this 11 day of Feb. A.D. 1927, personally appeared before me, the undersigned a Notary Public in and for said County, Allen K. Gibbon, President, and Paul L. Evans, Secretary of Zeta Chi Alumni Association, a corporation of Baldwin City, who are personally known to me to be the identical persons who subscribed their names as such officers of said Association to the foregoing instrument, and acknowledged to me that they executed the same in behalf of said Association as their free and voluntary act and deed and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

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

L.S.
My Commission expires Oct. 31, 1928.
Beryl A. Mitchell
Notary Public

This release was written on the original mortgage this 11th day of Feb. 1927
Beryl A. Mitchell

As To
William M. Black

AFFIDAVIT

State of Kansas Douglas County, ss;
This instrument filed Feb. 12, 1927 at 1:45 P.M.

Lea E. Wheelman
Register of Deeds

State of California)
Riverside County) ss;

Harry J. Black, being first duly sworn, says that he is a son of William M. Black, deceased; That said William M. Black died at the home of his son near Baldwin City, Charles S. Black, or of about August 4th, 1916, intestate; That at the time of his death he was a resident of Douglas County, Kansas; That at the time of his death he was a widower, his wife having died prior to his death; that he left surviving him Charles S. Black, a son, Harry J. Black, a son, Hattie A. Holloway, a daughter and Earl T. Black, a son of a deceased son; That he had no other children living at the time of his death or children of deceased children.
That Charles S. Black died at his home near Baldwin City, Kansas, intestate, on or about Dec. 10th, 1920 and left surviving him his widow, Grace S. Black and three children, Wilber S. Black, Lloyd Black and Gertrude A. Black now Bain. That no other children or decedents of deceased children living at the time of his death.

That he was well acquainted with the financial condition of the estates of both William M. Black and Charles S. Black at the time of their deaths and knows that they both died solvent and that their debts have all been paid.

Harry J. Black

Witness my hand and Notarial seal the day and year last above written.
Beryl A. Mitchell
Notary Public
This release was written on the original mortgage this 11th day of Feb. 1927
Beryl A. Mitchell