

From
To
Aetna Bldg. & Loan Assoc.

MORTGAGE.

State of Kansas, Douglas Co. ss
This instrument was filed for record
Mch. 6, 1927. At 1:45 P.M.

Esther M. Wilson
Register of Deeds

Know all Men by these Presents, That Esther M. Wilson a single woman (grantor) of the County of Douglas and state of Kansas, for and in consideration of the sum of Sixty five 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:

Commencing seven hundred seventy (770) feet south and thirty (30) feet west of the northeast corner of section one (1) Township thirteen (13) Range nineteen (19) East, in Douglas County, Kansas, thence running west one hundred thirty five (135) feet; thence north ten (10) feet, thence west twelve (12) feet, thence south seventy five (75) feet, thence east one hundred forty seven (147) feet; thence north sixty five (65) feet to point of beginning.

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 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 this Mortgage are such, That whereas the said Grantor is the owner of 13 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 Seventy four and 75/100 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 sixty five Hundred 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 Sixty five Hundred Dollars with interest thereon from date, payable in installments of Seventy four and 75/100 Dollars per month being the interest on said borrowed money in the amount of Forty two and 25/100 Dollars as well as the dues on Thirteen shares of installment stock of said association in the amount of Thirty two 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 Lawrence, Kansas, the 14th day of February 1927.

Esther M. Wilson

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, 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, and 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 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 then 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. Appraisal 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 14th day of February 1927.

Esther M. Wilson.

State of Kansas
Douglas County

Be it remembered, That on this 5th day of March A.D. 1927 personally appeared before the undersigned a Notary Public in and for said county Esther M. Wilson (a single woman) who is personally known to me to be the identical person whose name subscribed to the foregoing 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 seal the day and year last above written.

IS

My commission expires Apr. 10, 1929.

S.A. Wood--Notary Public

The following is a copy of the original instrument as recorded in the office of the Register of Deeds of Douglas County, Kansas, on March 6, 1927, at 1:45 P.M. The instrument is a mortgage on real estate situated in Douglas County, Kansas, and is recorded in Book 16, Page 546. The instrument is signed by Esther M. Wilson, a single woman, and is witnessed by S.A. Wood, Notary Public. The instrument is a copy of the original instrument as recorded in the office of the Register of Deeds of Douglas County, Kansas, on March 6, 1927, at 1:45 P.M. The instrument is a mortgage on real estate situated in Douglas County, Kansas, and is recorded in Book 16, Page 546. The instrument is signed by Esther M. Wilson, a single woman, and is witnessed by S.A. Wood, Notary Public.