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MORTGAGE RECORD 67

From
Geo. F. Humphrey
To
R.R. Bldg. & L. Ass'n.

MORTGAGE.

State of Kansas, Douglas co. ss
This instrument was filed for record
Mch. 26, 1927, at 9:50 A.M.

Geo. E. Williams
Register of Deeds

Know All Men by these presents, That, George F. Humphrey and Annetta R. Humphrey his wife, of Douglas County, State of Kansas, first parties do hereby mortgage and warrant unto The Railroad Building, Loan & Savings Association of Newton Kansas, second party the following described real estate lying and situate in the county of Douglas in the State of Kansas, to-wit:
Lot 3, Hosfords second addition to the city of Lawrence, Kansas, as shown by the recorded plat thereof;

To secure the payment of the sum of Forty Two Hundred Dollars advanced and loaned by the second party to the first parties on Certificate No. 28319 for 42 shares of the Capital Stock of the second party according to the terms of the certain promissory note of this date executed by the first parties to second party, and to secure the payment of interest on said note, and the dues, fines or other charges on said stock, in accordance with the Constitution and By-Laws of second party.

The first parties expressly agree that they will pay to second party its successors or assigns on or before the twenty fifth day of each month the sum of \$25.20 as dues on said stock and the further sum of \$35.00 as interest on said sum of \$4200.00 and also all fines or other charges that may be assessed against said stock, until such time as said stock shall reach the ultimate value thereof and fully mature and be fully paid in and of the value of \$100.00 per share according to the terms and provisions thereof and the Constitution and By-Laws of said second party.

Now, if said first parties shall pay all of the said sums of money according to the terms and tenor of said note and this mortgage and all dues and fines and other charges on said stock and keep said premises insured to the insurable value thereof against fire and Tornado, and deposit all policies of such insurance with, and make all losses thereunder payable to second party, as its interests may appear under this mortgage and keep the same in good repair, then this mortgage shall be void; otherwise to remain in full force and effect.

It is further agreed that in case of default in the monthly payment of said sums of money or any part thereof, or in the payment of any interest or dues, or fines or other charges on said stock, in accordance with the Constitution and By-Laws of said Association for a period of six successive months or if the said first parties shall become indebted to said association on any account whatever, in a sum equal, to the gross amount of said dues, interest, fines, and other charges for the period of six months, then the whole amount of principal interest, dues on stock and fines and other charges, accrued and collectable hereunder, shall become due and payable at once, without notice, and the second party, its successors or assigns, may immediately foreclose this mortgage, according to law, and make sale of said premises and collect all of said sums of money and indebtedness and second party shall cancel said stock and apply the withdrawal value of the same as payment on the indebtedness hereby secured.

It is further agreed that in case of foreclosure of this mortgage, the second party shall be entitled, without respect to the condition or value of the property herein described to have the Court appoint a Receiver to take immediate possession of the foreclosed premises, to maintain and lease the same, and to collect the rents and profits arising therefrom during the pendency of such foreclosure and until the debt is fully paid and apply such rents and profits to the payment and satisfaction of the amount due under this mortgage, first deducting all proper charges and expenses of such receivership.

It is further agreed that the second party, at its option may procure insurance upon said premises, if first parties fail to procure the same, and charge the amount paid therefor against the first parties and the amount so paid shall be a lien upon said mortgaged premises, and bear interest at the rate of ten per centum per annum until repaid, and shall be included in any judgment rendered in the foreclosure of this mortgage; but whether the second party elects to procure such insurance or not, it is distinctly understood and agreed that in case of any such default all of the said sums of money and the whole of the indebtedness secured by this mortgage shall become immediately due and payable.

It is further agreed that any judgment rendered for any of the indebtedness hereby secured shall bear interest at the rate of ten per centum until paid.

The first parties are members of the said The Railroad Building Loan & Savings Association, a corporation organized under the laws of the State of Kansas and engaged in the business of a building and loan association; and this mortgage is made and shall be construed in accordance with the provisions of the constitution and By-laws of said Association, and in accordance with the laws of the State of Kansas in every particular.

Witness our hands this 17th day of March, A.D. 1927.

George F. Humphrey
Annetta B. Humphrey,

State of Kansas
County of Douglas

Be it remembered, that on this 23rd day of March A.D. 1927 before me the undersigned notary public in and for said county and state, ~~case~~ George F. Humphrey ~~and~~ who is personally known to me to be the identical person who executed the foregoing Mortgage Deed, and duly acknowledged the execution of the same to be his voluntary act and deed.

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

My commission expires on the 29th day of Dec. 1928.
LS Bernice E. Jones
Notary Public.

State of Arizona
County of Coconino

Be it remembered, That on the 21st day of March A.D. 1927 before me the undersigned notary public in and for said county and state came Annetta R. Humphrey who is personally known to me to be the identical person who executed the foregoing Mortgage Deed and duly acknowledged the execution of the same to be the voluntary act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above mentioned,

L.S. F. M. Gold, Notary Public.
My Commission expires on the Ninth day of May 1930.

*The following is enclosed in the original instrument
The instrument received by the State of Kansas
under record and returned to the State of Kansas
at Newton, Kansas, on June 2, 1927.
The original of Building Loan & Savings Association
at Newton, Kansas.*

*Received Jan. 4, 1928
State of Kansas
Register of Deeds*