

Dollars per month, being the interest on said borrowed money in the amount of Six and 50/100 Dollars, as well as the dues on two shares of installment stock of said Association in the amount of Six 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. Appraisement waived.

Dated at Baldwin City, Kansas, the 21st day of May, 1927

Lulu Curme Bretzall

G. E. Bretzall

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 owners 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 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 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 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 at the rate, as provided by the By-laws.

WITNESS our hands this 21st day of May, 1927.

Mrs. Lulu Curme Bretzall

G. E. Bretzall

STATE of Kansas,)
County of Douglas,) ss.

BE IT REMEMBERED, That on this 24 day of May, A. D. 1927, personally appeared before the undersigned, a Notary Public in and for said County, Lulu Curme Bretzall and G. E. Bretzall, her husband who are personally known to me to be the identical persons whose names are subscribed to the foregoing deed as Grantors, and acknowledged the same to be their voluntary act and deed, and that they executed the same for the purposes therein mentioned.

WITNESS my hand and notarial seal, the day and year last above written.

L. S.

My Commission expires May 15, 1931

W. M. Clark
Notary Public,

From

Eta of Delta Zeta Fraternity

MORTGAGE

State of Kansas Douglas co. ss
Filed for record June 1, 1927
At 2:30 P.M.

To

Aetna Bldg. & Loan Ass'n.

Register of Deeds

Know All men by these presents, That The Eta of Delta Zeta Fraternity by Mary E. Brown, President and Viola May Harple, secretary (grantors) of the county of Douglas and state of Kansas do hereby sell and convey unto the said Aetna Building and Loan Association (grantee) do hereby sell and convey unto the said 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:

Lots ninety eight (98) Ninety nine (99) and one hundred (100) on Dearborn street, Baldwin City, Kansas.

To Have and to hold the above granted premises, with all the improvements thereon and appurtenances