

MORTGAGE RECORD 75

Notary Public in and for said County and State, came Frank E. Clarke and Maud E. Clark, his wife, to me personally known to be the same persons who executed the foregoing instrument, and 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.

S. A. Wood,
Notary Public.

L.S.

My Commission expires on the 10th day of Apr. 1929.

From G.E. Wilson et ux MORTGAGE State of Kansas, Douglas County, ss;
To Aetha E. & L. Ass'n This instrument filed Sept. 7th, 1927 at 8:40 A.M.
G. E. Wilson
Register of Deeds

Rec. No. 2877
Fee Paid 2.50

KNOW ALL MEN BY THESE PRESENTS, That G.E. Wilson and Delilah M. Wilson, his wife, (Grantor) of the County of Douglas, and State of Kansas, for and in consideration of the sum of ONE THOUSAND DOLLARS, in hand paid by The Aetha Building and Loan Association, of Topeka, Kansas, (Grantee) do hereby sell and convey unto the said The Aetha 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 Forty-nine (49) feet of Lots One Hundred One (101), One Hundred Three (103) and One Hundred Five (105) on Lincoln Street, in Baldwin City, Douglas County, 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 encumbrances, 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 whomsoever.

The conditions of this Mortgage are such, That whereas the said Grantors are the owners of Two shares of installment stock of the said The Aetha 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, 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 Eleven and 50/100 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, reading in words and figures as follows:

\$1,000.00 FIRST MORTGAGE REAL ESTATE NOTE (NON-NEGOTIABLE)

In Consideration of One Thousand Dollars, borrowed money, the receipt whereof is hereby acknowledged, We promise to pay to THE AETHA BUILDING AND LOAN ASSOCIATION, of Topeka, Kansas the sum of One Thousand Dollars, with interest thereon from the date, payable in installments of Eleven and 50/100 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 Five 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 26th day of August, 1927.

G. E. Wilson
Delilah M. Wilson

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 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 Aetha Building and Loan Association to be collected by it, and all or so much 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 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 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 as 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

Recorded July 26-1927
Class. & Comp. by
Register of Deeds
The Aetha Building and Loan Association
125 West 10th Street
Topeka, Kansas