MORTGAGE RECORD 75

eres interest areas		
	at the option of the holder of this mortgage; and sold first parties hereby expressly waive an appraise- ment of said leal state, and all benefits of the homestead examption and stay laws of the State of Kansas, now existing or hereafter enacted. IN TESTINGUT WINERED, the said parties of the first part have hereunty subscribed their names and affixed their scale on the day and year above mentioned. Executed and delviered in presence of	
	Edwin M. Belles (SZAL)	
	Hartense X. Felles (SIAL)	
	State of Kansas, Douglas County, ss.	
	BiT REINSERED. That on this 20th day of August, A. D. 1927, before me, the undersigned a Notary Public in and for the County and State aforegaid, came Edwin M. Belles and Hortense K. Belles (his wife) to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same to be their voluntavaat and deed. IN WITNESS WHEREOF, I wave hereunto set my hand and affixed my official seal, the day and year last above written.	
	LS Frank E. Berks	
	Commission expires Nov. Sth 1930	
	From Willis L. S mith MORTGAGE. State of Kansas, Douglas Co ss	
	To Filed Aug 22, 1927. At 2:40 P.M.	
Reg. No. 283	37 Aetra Bidg. & L. Ass'n Register of Deeds 0°	
1 00 1 kld analest inter	A VICTORAGE	
Rom Concelling J. R. Jose Concelling J. Hu Parties Config. Concells & C. Jands, and Jan S. Cang J. B. J. M. Tanner and Second	Know All Men by These Presents That Willis L. Shith and Janie M. Shith his wife (Grantors) of the County of Douglas and State of Kansas, for and ir consideration of the sum of Soventeen Hundred Fifty Dollars, in hand paid by The Actan Building and Loan Association of Topoka, Kansas, (Grantee) do hereby sell and convey unto the said The Actan 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:	
Concerting	The West fifty (50) feet of Lot mumbered One Hundred Seventeen (117) and the West fifty (50) feet of the North fifteen (15) feet of Lot one Hundred Mineteen (119) on New York St. in the City of Lawrence, Douglas County, Kansas.	
Land Com	from any and all encumbrances and that they have a good right and lawful authority to convey and mort-	0
1 - i - 2 farment - Lake Charley	(age 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 (>3/5 shares of installment stock of the said The Aetra Building and Loan Association, and do hereby transfor 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 Twenty and 38/100 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	
The Carl	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 and reading in words and figures as follows: \$1750.00 FIRST MORTGAGE REAL ESTATE NOTE(NON=NEGOTIABLE)	
Constr. The second	In consideration of Seventeen Hindred fifty Dollars, borrowed money the receipt whereof is hereby acknowledged we premise to pay to The Acta Building and Loan Association of Topeka, Kaneas, the sum of Sevent Hundred Fifty Dollars with interest thereon from date, payable in installments of Twenty and 38/100 Dollars per month, being the interest on said borrowed money in the amount of Eleven and 38/100 Dollars as well as the dues on 3-3/5 shares of installment stock of said Association in the amount of Mine Dollars both interest and dues as aforesaid being payable at the office of the said Asso- Colstion in Topeka, Kaneas, on or before the twentieth day of each and every month until the said	
in the sector sector and the sector	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 Lawrence Kansas, the 15th daysof August, 1927	
NY NS	Willis L. Smith Janie M. Smith.	
lue 2. a.	And the said Grantors for themselves and their heirs, executors, administrators, and assigns here- by further promise and agree that if at any time the above described real estate be not occupied by the then owners thereof as a howpestead, the rents and profits accruing from the use thereof are horeby assigned to the said The Astra Building and Loan Association to be collected by it, and all or so much as may be necessary of the moncy 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.	
Lest A. Herr	Now if the said Grantors, their here, executors, administrators, or assigns shall well and truly pay the aforesaid mote 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 ratisfactory 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 share-	
al . Tel. 12" 1934 Clause land .	bolders and borrowers as hereinbefore growided, then this mortgage shall be null and void; othersise to remain in full force and virtue in lar. 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	
Oleand Bear		

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