

## MORTGAGE RECORD 75

any and all encumbrance, 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 1 4/5 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 Ten and 03/100 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 and reading in words and figures as follows:

\$250.00

## FIRST MORTGAGE REAL ESTATE NOTE (NON-NEGOTIABLE)

In consideration of Eight Hundred Fifty Dollars, borrowed money, the receipt whereof is hereby acknowledged, We promise to pay to The Aetna Building and Loan Association, of Topeka, Kansas the sum of Eight Hundred Fifty Dollars with interest thereon from date, payable in installments of Ten and 03/100 Dollars per month, being the interest on said borrowed money in the amount of Five and 53/100 Dollars as well as the dues on 1-4/5 shares of installment stock of said Association in the amount of Four 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. Appraisement waived.

Dated at Lawrence Kansas the 29th day of December 1927.

J.J. Eddy

Annie E. Eddy

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 sums of money or any part thereof, as hereinbefore specified, or if the taxes, rates, insurance, liens charged 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 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 29th day of December 1927.

J.J. Eddy

Annie E. Eddy

State of Kansas  
Douglas County ISS

Be it remembered, That on this fifth day of January A.D. 1928 personally appeared before the undersigned a Notary Public in and for said County J.J. Eddy and Annie E. Eddy 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.

LS  
My Commission expires Oct. 14, 1931

Eva H. Neville  
Notary Public

Recorded Jan. 2, 1928  
E. H. Connelley  
Notary & Secy.  
J. J. Eddy and Annie E. Eddy  
State of Kansas  
Douglas County  
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Witness my hand and notarial seal, the day and year last above written.  
Eva H. Neville  
Notary Public  
My Commission expires Oct. 14, 1931