

## MORTGAGE RECORD 75

From  
Bessie Lewis

MORTGAGE RELEASE.

State of Kansas Douglas Co. ss  
Filed for record Feb. 3, 1928  
At 9:15 A.M.

Release Deed

Register of Deeds

Bessie Lewis, of Edina, in the County of Knox and State of Missouri, the beneficiary named in a certain Mortgage Deed, dated August 8th, 1924, and the lawful owner and holder of said Mortgage and the note secured thereby, which mortgage is recorded in Book 59 at page 135 of the Deed Records of Douglas County in the State of Kansas, hereby acknowledges payment in full of the note secured by said Mortgage, and hereby releases the real estate described in said Mortgage from the lien and incumbrance of said Mortgage.

In Witness whereof I have hereunto set my hand and seal at Edina, Missouri, this January 30th, 1928.

Bessie Lewis

Seal.

State of Missouri)

County of Knox ) SS

Be it remembered that on this 30th day of January 1928, before me the undersigned, a Notary Public in and for Knox County, Missouri, came Bessie Lewis, who is personally known to me to be the same person, who executed the within instrument of writing, and such person duly acknowledged the execution of the same.

In testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year first above written. My term of office as a Notary Public will expire November 24th, 1928.

John W. Enrie

Notary Public

From  
O.P. Olin et ux  
To  
Aetna Building and Loan Ass'n

MORTGAGE

State of Kansas, Douglas County  
This instrument filed for record  
February 3rd, 1928, at 3:55 P.M.

Register of Deeds

KNOW ALL MEN BY THESE PRESENTS, That O.P. Olin and Nellie Olin, his wife, (Grantors) of the County of Douglas, and State of Kansas, for and in consideration of the sum of Thirty-nine Hundred Fifty Dollars, in hand paid by THE AETNA BUILDING AND LOAN ASSOCIATION, of Topeka, Kansas, (Grantee), do hereby sell and convey unto the said The Aetna Building and Loan Association, and its successors, or assigns, the following-described premises, situated in the County of Douglas and State of Kansas, to-wit:

Lot Eight (8), Block Four (4), University Place, an addition in Lawrence, 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 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 8 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 Forty five and 68/100 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:

\$3950.00

First Mortgage Real Estate Note (Non Negotiable)

In consideration of Thirty nine 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 Thirty nine Hundred Fifty Dollars with interest thereon from date payable in installments of Forty Five and 68/100 Dollars per month being the interest on said borrowed money in the amount of Twenty five and 68/100 Dollars as well as the dues on Eight shares of installment stock of said Association in the amount of Twenty 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 23rd day of December 1927.

O.P. Olin  
Nellie Olin

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 taxes, rates, liens, charges and assessments upon or against such property and keep the same in

Ex. No. 3173  
File No. 4975

This Release was written by me, O.P. Olin, Notary Public for Knox County, Missouri, and is a true and correct copy of the original as the same appears in my files. I am a Notary Public for Knox County, Missouri, and my commission expires on the 24th day of November, 1928. I am not a resident of the State of Kansas, but I am a resident of the State of Missouri, and I am qualified to act as a Notary Public in and for Knox County, Missouri.