

MORTGAGE RECORD 75

201

State of Kansas I
County of Douglas ISS

Be it remembered, That on this 17th day of February A.D. 1928 before me the undersigned a Notary Public in and for said County and State came W. Bromelsick, President of the Peoples State Bank, Lawrence, Kansas the mortgagee named in the foregoing mortgage to me known to be the same person as executed the foregoing assignment of such mortgage and such person duly acknowledged the execution of said assignment for said Bank.

In Witness Whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year last above written.

LS

My commission expires March 22, 1930.

T.J. Sweeney Jr.
Notary Public

From

Harold R. Dunn et ux.

MORTGAGE

State of Kansas Douglas Co. ss
Filed for record Feb. 20, 1928
At 1:25 P.M.

To

Aetna Bldg. & L. Ass'n

Reg. No. 3207
Fee Paid \$7.50

Lois E. Wellman
Register of Deeds

Know All Men By These Presents, That Harold R. Dunn and Iona Vaughn Dunn his wife (Grantors) of the county of Douglas and state of Kansas for and in consideration of the sum of Three Thousand 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 the State of Kansas, to-wit:

Lot Nineteen (19) Block six (6) Haskell Place 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 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 6 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 Thirty four 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 and reading in words and figures as follows:

\$3000.00

First Mortgage Real Estate Note (Non Negotiable)

In consideration of Three Thousand 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 Three Thousand Dollars with interest thereon from date, payable in installments of Thirty four and 50/100 Dollars per month, being the interest on said borrowed money in the amount of Nineteen and 50/100 Dollars as well as the dues on six shares of installment stock of said association in the amount of Fifteen 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 17th day of December, 1927.

Harold R. Dunn.
Iona Vaughn Dunn

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, charges and dues assessed or charged on the above real estate shall remain 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

For Release see Book 88, Page 518