

MORTGAGE RECORD 75

433

SAME DOORSWORTH STATIONERY CO KANSAS CITY MO 64211

Seventh: That in case of default of any of the covenants or agreements herein contained, or in the note or notes secured hereby, the rents and profits of the said premises are pledged to the party of the second part as additional and collateral security for the payment of all the indebtedness secured hereby, and the said party of the second part is entitled to the possession of said property, by a receiver or otherwise, as it may elect. As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said parties of the first part hereby assign to the said party of the second part all the profits, revenues, royalties, rights and benefits accruing or to accrue to them under oil, gas, or mineral leases on said premises. This assignment to terminate and become null and void upon the release of this mortgage by mortgagee or assigns.

And the said parties of the first part, for said consideration do hereby expressly waive all benefit of the exemption laws of the state in which the property is located.

In testimony whereof the said parties of the first part have hereunto subscribed their names on the day and year first above mentioned.

W. C. Wulfkühle
Lydia Wulfkühle

STATE OF KANSAS, LOUPLAS COUNTY, SS.

BE IT REMEMBERED, That on this 27 day of February A. D. Nineteen Hundred and Twenty-nine before me, the undersigned, a Notary Public in and for said County and State, came W. C. Wulfkühle & Lydia Wulfkühle husband and wife, W. C. Wulfkühle and Lydia Wulfkühle, Husband and Wife, who are personally known to me to be the identical persons described in, and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed, for the uses and purposes therein set forth.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal

L. B. Bethel Notary Public
Douglas County, Kan.

My Commission expires May 10 - 1931

Recorded March 1, 1929 A. D. at 11:30 A. M.

Ellis S. Armstrong

Register of Deeds

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Zeno Rogers and Lois Rogers, his wife (Grantors), of the County of Douglas, and State of Kansas for an in consideration of the sum of Four 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:

The West One Hundred Sixty (160) feet of North Fifty (50) feet of Lot No. Fifteen (15) in Block Four (4) in that part of the City of Lawrence known as South 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 share and loan the sum of Forty-six 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: \$4000.00
FIRST MORTGAGE REAL ESTATE NOTE (NON-NEGOTIABLE)

IN CONSIDERATION of Four 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 Four Thousand Dollars with interest thereon from date, payable in installments of Forty-six Dollars per month, being the interest on said borrowed money in the amount of Twenty-six 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 share 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 1st day of March, 1929

Zeno Rogers
Lois Rogers

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.

Reg. No. 67
Fee Paid 2/00

For Renew See Book 83 page 181