

MORTGAGE RECORD 75

MORTGAGE

 Reg. No. 140
 Fee Paid \$17.50

THIS INDENTURE, Made this 19th day of April A. D. 1929 between Solon T. Emery and Gladys Emery, his wife of Lawrence Douglas County, in the State of Kansas parties of the first part and THE AETNA BUILDING AND LOAN ASSOCIATION of Topeka Shawnee County, in the State of Kansas party of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of Thirty-five Thousand (\$35,000.00) and 00/100 Dollars, the receipt of which is hereby acknowledged, do by these presents, grant, bargain, sell and convey unto said party of the second part, their successors and assigns, all the following described Real Estate, situated in Lawrence Douglas County, and State of Kansas to wit:

Beginning on the West line of Ohio Street produced South from the Original City of Lawrence to a point One Hundred Eight-eight (188) feet North of the South line of Section Thirty-one (31) Township Twelve (12), Range Twenty (20), thence South on the West line of Ohio Street produced One Hundred Twenty-five & one-third (125 1/3) feet; thence West One Hundred Twenty-five (125) feet; thence North One Hundred Twenty-five & one-third (125 1/3) feet; thence East One Hundred Twenty-five (125) feet to place of beginning in the City of Lawrence, Douglas County, Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said Solon T. Emery and Gladys Emery, his wife have this day executed and delivered a certain promissory note in writing to said party of the second part, of which the following is a copy:

No. S. F. 172

FIRST MORTGAGE REAL ESTATE NOTE
 THE AETNA BUILDING AND LOAN ASSOCIATION
 Topeka, Kansas.

\$ 35,000.00

FOR VALUE RECEIVED, Solon T. Emery and Gladys Emery, his wife, do hereby promise to pay to the order of THE AETNA BUILDING AND LOAN ASSOCIATION of Topeka, Kansas, the sum of Thirty-five Thousand Dollars, to be paid as follows:

\$1000.00	on the 1st day of February	1930	-----
\$1000.00	on the 1st day of August	1930	-----
\$1250.00	on the 1st day of February	1931	-----
\$1250.00	on the 1st day of August	1931	-----
\$1250.00	on the 1st day of February	1932	-----
\$1250.00	on the 1st day of August	1932	-----
\$1500.00	on the 1st day of February	1933	-----
\$1500.00	on the 1st day of August	1933	-----
\$1500.00	on the 1st day of February	1934	-----
\$1500.00	on the 1st day of August	1934	-----
\$1500.00	on the 1st day of February	1935	-----
\$1500.00	on the 1st day of August	1935	-----
\$2000.00	on the 1st day of February	1936	-----
\$2000.00	on the 1st day of August	1936	-----
\$2000.00	on the 1st day of February	1937	-----
\$2000.00	on the 1st day of August	1937	-----
\$2000.00	on the 1st day of February	1938	-----
\$2000.00	on the 1st day of August	1938	-----
\$3500.00	on the 1st day of February	1939	-----
\$3500.00	on the 1st day of August	1939	-----

with interest thereon at the rate of 7% per annum until due, payable semi-annually on the 1st day of February and August in each year, conditioned that twelve months additional interest shall be paid of the whole principal is paid within three years from date, said principal and interest being payable in lawful money of the United States of America at the Home Office of THE AETNA BUILDING AND LOAN ASSOCIATION, Topeka, Kansas, or at such other place as the legal holder of this note may in writing designate.

This note is secured by a mortgage on the following described real estate in Douglas County, Kansas, to-wit:

Beginning on the West line of Ohio Street produced South from the original city of Lawrence to a point One hundred eight-eight (188) feet North of the South line of Section Thirty-one (31), Township Twelve (12), Range Twenty (20), thence South on the West line of Ohio Street produced One Hundred Twenty-five & One-third (125-1/3) feet; thence West One Hundred Twenty-five (125) feet; thence North One Hundred Twenty-five & One-third (125-1/3) feet; thence East One Hundred Twenty-five (125) feet to place of beginning in the City of Lawrence, Douglas County, Kansas.

and do hereby promise and agree to pay all taxes on said real estate when the same are due and payable; and keep the buildings thereon insured against loss from fire and tornado during the existence of said loan for the sum of at least Thirty-five Thousand Dollars (\$35,000.00) fire and \$35,000.00 tornado in some insurance company acceptable to said Association with policies of insurance conditioned that loss, if any, shall be payable to said Association as its interests may appear. In case of failure pay said taxes or maintain said insurance as hereinbefore provided for, said Association may pay said taxes and maintain said insurance and the amount of money so expended shall become a part of said principal debt and bear interest from the date of such payment at the rate of ten per cent per annum, and be due and payable on demand.

Privilege is hereby granted to the maker hereof to pay One Hundred Dollars, (\$100.00) or any multiple thereof upon the principal at any regular interest payment date, in addition to the stipulated payments, after three years from date.

If either or any of the payments herein provided for or the taxes on said premises or the premiums for the insurance thereon are not paid when the same are due and payable, the whole of this promissory note and debt, and all accrued interest thereon, shall then become due and payable without notice at the option of the legal holder thereof; and thereafter this note, and all sums due said Association, shall bear interest at the rate of ten per cent per annum.

Dated at Lawrence, Kansas, this 19th day of April, 1929.

Solon T. Emery

Gladys Emery

For Release on Nov 27 1965