

SAUL GOODWORTH STATIONERY CO KANSAS CITY MO 64104

And the said Grantor for himself and his 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 owner 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 Grantor his 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 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 a 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 14th day of May, 1929

M. F. Damm

STATE OF KANSAS

SS.

DOUGLAS COUNTY,

BE IT REMEMBERED, That on this 21st day of May A. D. 1929 personally appeared before the undersigned, a Notary Public in and for said County, M. F. Damm a widower who is personally known to me to be the identical person whose name is subscribed to the foregoing deed as Grantor, and acknowledged the same to be his voluntary act and deed, and that he executed the same for the purposes therein mentioned.

Legal Seal

WITNESS my hand and notarial seal, the day and year last above written.

My commission expires Nov. 8, 1930

Frank E. Benks Notary Public

Recorded May 21, 1929 A. D. at 10:00 A. M.

*Eli C. Amstutz*

Register of Deeds

#### MORTGAGE

THIS INDENTURE made this 22nd day of April in the year of our Lord one thousand nine hundred and twenty nine between Anna K. Lohmann, a widow and Mary Lohmann, a single woman of Lawrence Kansas in the County of Douglas and State of Kansas, parties of the first part and Margaret Lohmann, party of the second part.

WITNESSETH: That the said parties of the first part in consideration of the sum of One thousand dollars to them duly paid, the receipt of which is hereby acknowledged, have sold and by this indenture do grant, bargain, sell and mortgage to the party of the second part the following described real estate situated and being in the City of Lawrence, County of Douglas and State of Kansas, to-wit:

Lot No. 105 Connecticut Street in said City of Lawrence

With the appurtenances and all the estate, title and interest of the said parties of the first part therein.

And the said Parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the real estate above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all parties making lawful claim thereto.

This Grant is intended as a mortgage to secure the payment of the sum of one thousand dollars now due and owing by the parties of the first part to the party of the second part and maturing without interest upon the death of Anna K. Lohmann one of the Grantors and not before.

This conveyance shall be void if said sum of one thousand dollars shall be duly paid to the said Margaret Lohmann upon the death of said Anna K. Lohmann and upon the payment of such indebtedness the said Margaret Lohmann shall receipt for the same and release this mortgage and surrender the same to Mary Lohmann or her heirs or assigns if she be not living.

It is understood and agreed that the parties of the first part are to keep possession of said premises during the term of this mortgage and until its maturity, but at the maturity of the indebtedness secured by this mortgage as above provided then if said indebtedness is not paid the said party of the second part shall have a right to foreclose the same in the manner provided by the laws of the State of Kansas.

Reg. No. 221  
Fee Paid \$2.50

For return, see 18-551