

MORTGAGE RECORD No. 77

STATE OF MISSOURI
COUNTY OF JACKSON, SS.

BE IT REMEMBERED, That on this 16th day of October A. D. 1929 before me, a Notary Public in the
aforesaid County and State, came Donald M. Hamilton and Margaret P. Hamilton, his wife to me personally known
to be the same persons who executed the foregoing instrument and duly acknowledged the execution of the
same.

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

Legal Seal

Eugene Youart
Notary Public

My commission expires on the 7th day of January 1933.

Recorded December 19, 1929 A. D. at 4:05 P. M.

E. C. Ammons Register of Deeds

MORTGAGE

Ex. No. 239
Fee Paid \$1.25

KNOW ALL MEN BY THESE PRESENTS, That Eva Adams-Guffin and F. R. Guffin, her husband (Grantors), of
the County of Douglas and State of Kansas, for and in consideration of the sum of Seven Hundred 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 Seventeen (17) Rhode Island Street, in the City of 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 1-2/5
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 Fifteen and 05/100 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:

\$700.00

FIRST MORTGAGE REAL ESTATE NOTE (NON-NEGOTIABLE)

IN CONSIDERATION of Seven Hundred 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 Seven Hundred
Dollars with interest thereon from date, payable in installments of Fifteen and 05/100 Dollars per month,
being the interest on said borrowed money in the amount of Four and 55/100 Dollars, as well as the dues on
1-2/5 shares of installment stock of said Association in the amount of Ten and 50/100 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 de-
fault 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 27th day of December 1929.

Eva Adams-Guffin
F. R. Guffin

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 also 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 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 fore-
close, or pursue any other lawful mode to collect the same, and said Grantee shall be entitled to the
possession of said premises and all 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.

WITNESSES

My Seal

Notary Public

State of Missouri

County of Jackson

Subscribed and sworn to before me this 27th day of December 1929.

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