

MORTGAGE RECORD No. 77

following described Real Estate, situated in Lawrence, Douglas County, and State of Kansas, to-wit:

Commencing on the West line of Ohio Street in the City of Lawrence, Douglas County, Kansas, produced South from the Original Town to a point 188 feet North of the South line of Section 31, Township 12, Range 20, thence South on said West line of Ohio Street produced, 125 1/3 feet, thence West 125 feet, thence North 62 2/3 feet, thence West 186 feet to the West line of Section 31, thence North 62 2/3 feet, thence East 311 feet to place of beginning in the City of Lawrence, Douglas County, Kansas.

Lot One (1) of the Northeast 1/4 of Section 4; Lot Two (2) of the Northwest 1/4 of Section 4; Lots Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8) in the South 1/2 of Section 4; the East 1/2 of the Northwest 1/4 of Section 9, less the railroad-right-of-way and less the land described in deed recorded in Book 36, Page 361 of the records of Douglas County, Kansas; the Northeast 1/4 of Section 9, and the Northwest 1/4 of Section 10; and all of that portion of Lot Six (6) of the Southwest Quarter of Section 3, located west of the Kansas River, containing 70 acres more or less, except the east 7 acres thereof; all in Township 12, Range 19, Douglas County, Kansas.

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

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said MARGUERITE SWARTZ and SOLON THACHER EMERY and GLADYS EMERY, his wife, have this day executed and delivered three certain promissory notes in writing to said party of the second part, of which the following are copies:

No. 1 \$19,500.00

FIRST MORTGAGE REAL ESTATE
NOTE

FOR VALUE RECEIVED, We promise to pay to the order of THE AETNA BUILDING AND LOAN ASSOCIATION Nineteen Thousand Five Hundred Dollars (\$19,500.), lawful money of the United States, together with interest at the rate of seven per cent (7%) per annum, both interest and principal payable monthly in installments of Two Hundred Thirty-two and 30/100 Dollars (\$232.30), the interest to be computed monthly on the unpaid balance, the first payment being payable May 20, 1933, and to continue on the 20th day of each succeeding month until the whole of the principal sum, together with interest, is paid. In case of default in any payment 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 ten per cent (10%) per annum. Appraisement waived.

Dated at Lawrence, Kansas, this 20th day of April, 1933.

Marguerite Swartz
Solon Thacher Emery
Gladys Emery

No. 2 \$16,900.00

FIRST MORTGAGE REAL ESTATE
NOTE

ON OR BEFORE OCTOBER 20, 1936, FOR VALUE RECEIVED, We promise to pay to the order of THE AETNA BUILDING AND LOAN ASSOCIATION, Sixteen Thousand Nine Hundred Dollars (\$16,900.), lawful money of the United States, with interest thereon at the rate of seven per cent (7%) per annum, payable monthly, the first payment being due May 20, 1933, and continuing on the 20th day of each succeeding month, both interest and principal being payable at the office of THE AETNA BUILDING AND LOAN ASSOCIATION, Topeka, Kansas. It is expressly declared and agreed that this note is made and executed under and is to be construed by the laws of the State of Kansas in every particular, and is given for an actual loan of said sum. This note is to bear ten per cent (10%) interest per annum after the maturity thereof, and is secured by a first mortgage of even date herewith on real estate situated in Douglas County, Kansas.

Dated at Lawrence, Kansas, this 20th day of April, 1933.

Marguerite Swartz
Solon Thacher Emery
Gladys Emery

No. 3. \$9900.00

FIRST MORTGAGE REAL ESTATE
NOTE

FIVE YEARS AFTER THE DATE HEREOF, FOR VALUE RECEIVED, We promise to pay to the order of THE AETNA BUILDING AND LOAN ASSOCIATION, Ninety-five Hundred Dollars (\$9900.), lawful money of the United States, with interest thereon at the rate of seven per cent (7%) per annum, payable semi-annually, on the 20th day of May and November of each year after the date hereof, both interest and principal being payable at the office of THE AETNA BUILDING AND LOAN ASSOCIATION, Topeka, Kansas. It is expressly declared and agreed that this note is made and executed under and is to be construed by the laws of the State of Kansas in every particular, and is given for an actual loan of said sum. This note is to bear ten per cent (10%) interest per annum after the maturity thereof, and is secured by a first mortgage of even date herewith on real estate situated in Douglas County, Kansas.

Dated at Lawrence, Kansas, this 20th day of April, 1933.

Marguerite Swartz
Solon Thacher Emery
Gladys Emery

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, its successors or assigns, said sum of money, as described in the above notes, together with the interest thereon, according to the terms and tenor of the same, then these presents shall be wholly discharged and void, otherwise they shall remain in full force and effect. But, if said sum,

20th
September
1933

Hoskins, Clerk

Federick

The following is contained on the original instrument from the Aetna Building and Loan Association of Topeka, Kansas, the mortgage within named does hereby acknowledge the payment of the principal and interest on the mortgage within named, and the same is hereby acknowledged by the undersigned, who are the parties of the first part, this 20th day of April, 1933.

By J. M. Thompson, Vice-President
of Aetna Building and Loan Association

copy

Geo. E. Brantson, Asst. Secretary

Attest Geo. F. Richardson

The following is contained on the original instrument from the Aetna Building and Loan Association of Topeka, Kansas, the mortgage within named does hereby acknowledge the payment of the principal and interest on the mortgage within named, and the same is hereby acknowledged by the undersigned, who are the parties of the first part, this 20th day of April, 1933.