

MORTGAGE RECORD No. 79

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 installment shares, Class "DL", of the said The Aetha Building and Loan Association, and do hereby transfer and assign said shares 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 Seven and 80/100 Dollars per month on or before the twentieth day of each and every month until the aforesaid indebtedness shall have been paid in full according to the provisions of the by-laws, and in accordance with the terms of a certain promissory note in writing this day given by the grantors to the grantee, in which grantors have agreed to pay the sum hereinbefore mentioned in monthly installments, as set out and described in detail in said note, the conditions of which said note are by reference made a part hereof.

And the said Grantors for themselves & 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 Aetha 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, according to the terms of the note hereinbefore referred to, the balance, if any, to be turned over to the legal owner 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, 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 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, as provided by the By-Laws.

WITNESS out hands this 18th day of July, 1935

Lulu Curme Brettnall
G. H. Brettnall

State of West Va. Jeff. County, ss.

BE IT REMEMBERED, That on this 10 day of Aug., A.D. 1935 personally appeared before the undersigned, a Notary Public in and for said County, Lulu Curme Brettnall and G. H. Brettnall who personally known to me to be the identical person whose name subscribed to the foregoing deed as Grantor, and acknowledged the same to be voluntary act and deed, and that executed the same for the purposes therein mentioned.

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

(SEAL) (My commission expires May 13/40)

Edward W. Johnson
Notary Public.

Recorded August 15, 1935 at 11:00 A.M.

Harold R. Beck Register of Deeds.

Receiving No. 976

MORTGAGE

THIS INDENTURE, made the 29th day of June A. D. 1935 between Roy L. Sanford and Ethel B. Sanford, husband and wife, of the County of Garfield and State of Oklahoma, hereinafter called the mortgagor, which expression shall, wherever the context so admits, include their heirs, executors, administrators, successors and assigns, party of the first part, and BARTLETT MORTGAGE COMPANY, a corporation under the laws of Missouri, located at St. Joseph, Buchanan County, Missouri, hereinafter called the mortgagee, which expression shall, wherever the context so admits, include its successors and assigns, party of the second part.

WITNESSETH: That said mortgagor in consideration of the sum of (\$2100.) Twenty-one Hundred - - Dollars, in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm to said mortgagee the following described real estate in the County of Douglas and State of Kansas, to-wit:

The South Half of the Northeast quarter, and the Northwest quarter of the Northeast quarter of Section Fifteen (15), in Township Twelve (12) South, of Range Eighteen (18) East. Containing One Hundred Twenty (120) acres.

TO HAVE AND TO HOLD the same, with appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein together with all rents and profits therefrom and all crops whatsoever produced thereon during the time this mortgage shall remain in force, unto said mortgagee; the intention being to convey an absolute title in fee to said premises.

PROVIDED, HOWEVER, that if said mortgagor shall pay or cause to be paid to said mortgagee, its

THIS MORTGAGE
WAS FILED
IN THE
OFFICE OF THE
REGISTER OF DEEDS
ON AUGUST 15, 1935
AT 11:00 A.M.
RECORDED
IN BOOK 413
PAGE 473

Fee Paid
\$12.25

For Original
\$1.00
For Copy
\$1.00
For Search
\$1.00
For Filing
\$1.00
For Recording
\$1.00
For Return
\$1.00
For Other
\$1.00
Total
\$12.25

For Original
\$1.00
For Copy
\$1.00
For Search
\$1.00
For Filing
\$1.00
For Recording
\$1.00
For Return
\$1.00
For Other
\$1.00
Total
\$12.25

For Original
\$1.00
For Copy
\$1.00
For Search
\$1.00
For Filing
\$1.00
For Recording
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For Return
\$1.00
For Other
\$1.00
Total
\$12.25