

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Jude Anderson and Bertha Lee Anderson, his wife (Grantors), of the County of Douglas, and State of Kansas, for and in consideration of the sum of Twenty Four Hundred (\$2400.00), - 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 Nineteen (19), Block Six (6), Haskell Place, 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 4 1/8 installment shares, Class "DL", of the said The Aetna Building and Loan Association, and do hereby transfer and assign said shares to said Association as additional security for the foreclosed 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 Twenty-seven and 84/100 (\$27.84) - - 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 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, 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 or decree 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. Appraisal 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 our hands this 27th day of March, 1937.

Jude Anderson  
Bertha Lee Anderson

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 29th day of March, A.D. 1937, personally appeared before the undersigned, a Notary Public in and for said County, Jude Anderson and Bertha Lee Anderson who are personally known to me to be the identical persons whose names are subscribed to the foregoing deed as Grantors, and acknowledged the same to be their voluntary act and deed, and that they 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 Oct. 3rd, 1940)

Arthur S. Peck  
Notary Public.

Recorded March 30, 1937 at 9:25 A.M.

*Harold A. Beck*

Register of Deeds.

Receiving No. 4099

PARTIAL RELEASE

KNOW ALL MEN BY THESE PRESENTS:

That we, The First National Bank of Lawrence, Douglas County, Kansas, Successors to The First Savings Bank of Lawrence, Douglas County, Kansas, formerly called The Merchants Loan and Savings Bank of Lawrence, Douglas County, Kansas, do hereby release and waive any priority that we may have over the easement granted by Daisy Leona Harrison and Carl E. Harrison, her husband, Donald R. Harrison and Helen Harrison, his wife, to E. P. Martin and Dorothy I. Martin, by a warranty deed dated November 15th 1929 and recorded January 8th, 1930 in Book 126, page 414 in the office of the Register of Deeds of Douglas County in the State of Kansas, which easement is described as "the privilege to use the roadway running along the south side of the above described tract of land (the tract of land described in the said deed) for the purpose only of ingress and egress to said tract, the said second party acquiring no right or title to said roadway at any time other than said privilege", by virtue of the mortgage dated

This Release was written and recorded in the presence of the undersigned, a Notary Public in and for said County, and the same was acknowledged by the parties thereto, and the same is hereby certified to be correct and true.

Received of the above named parties the sum of \$5.00 for recording this mortgage on the 30th day of March, 1937.

Notary Public

Arthur S. Peck

Register of Deeds