

DOUGLAS COUNTY

within and for said County, personally appeared Albert Houk and Lina A. Houk, his wife, to me known to be the persons named in and who executed the foregoing instrument of writing, and such persons acknowledged to me that they executed the same as their voluntary act and deed for the uses and purposes therein set forth.

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

(SEAL) My commission expires Feb. 23 - 1941

Roland McDowell
Notary Public

Recorded July 7, 1937 at 9:40 A.M.

Harold A. Beck Register of Deeds.

Receiving No. 4564 A

Reg. No. 1124
Fee Paid \$3.50

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That S. K. Haldeman and his wife, Mayrie I. Haldeman, (Grantors), of the County of Douglas, and State of Kansas, for and in consideration of the sum of ----Fourteen Hundred (\$1400.00)----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:

Lots Seventy-three (73) and Seventy-five (75) on Delaware Street, in the City of Lawrence, Kansas; and Lots Seventy-three (73) and Seventy-five (75) on Delaware Street in Earl's Addition to 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 2-4/5 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 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 - - -Fourteen and 42/100 (\$14.42)- - -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 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 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 sum 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 our hands this 26th day of May, 1937.

Mayrie I. Haldeman
S. K. Haldeman

STATE OF KANSAS, Douglas County, ss.

BE IT REMEMBERED, That on this 27th day of May, A.D. 1937, personally appeared before the undersigned, a Notary Public in and for said County, Mayrie I. Haldeman and S. K. Haldeman, her husband 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 10/3/40

Arthur S. Peak
Notary Public.

Recorded July 8, 1937 at 9:50 A.M.

Harold A. Beck Register of Deeds.

JOHN GALLAGHAN, Clerk of the District Court of Douglas County, Kansas, do hereby certify that the foregoing instrument was duly recorded in the mortgage herein recorded, and that the same is duly recorded in Journal - 115 - Page 1124 - 1937.

Witness my hand this 19th day of March 1941.

Clark District Court.

ATTEST:
Harold A. Beck
Register of Deeds