

MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Frances Tindal Dolen and H. X. Dolen, her husband (Grantors of the County of Douglas, and State of Kansas, for and in consideration of the sum of - - Three Thousand (\$3000.00) - - 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:

The West One Hundred Sixty (160) feet of the North Fifty (50) feet of Lot Fifteen (15), in Block Four (4), in that part of the City of Lawrence, Kansas, known as South Lawrence,

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 Six 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 - - Thirty and 90/100 (\$30.90) - - 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 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, 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 14th day of July, 1937

Frances Tindal Dolen
H. X. Dolen

State of Kansas, Douglas County, ss.

BE IT REMEMBERED, That on this 24th day of July, A.D. 1937, personally appeared before the undersigned, a Notary Public in and for said County, Frances Tindal Dolen and H. X. Dolen, 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 Oct 3rd, 1940)

Arthur S. Peck
Notary Public.

Recorded July 24, 1937 at 11:35 A.M.

Handwritten Signature Register of Deeds

Receiving No. 4656

RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That THE AETNA BUILDING AND LOAN ASSOCIATION, a Corporation duly organized and existing under and by virtue of the laws of the State of Kansas, with its principal office at Topeka, in the State of Kansas, does hereby acknowledge that the certain instrument of mortgage, bearing date the 1st day of March, 1929, made and executed by ZENO ROGERS and wife, of Lawrence, in the County of Douglas, State of Kansas, and recorded in the office of the Register of Deeds in and for the county of Douglas, in the State of Kansas, in Book numbered 75, at Page 435, of the records of said office is satisfied; the note and the indebtedness thereby secured having been settled and paid, and the said Register of Deeds is hereby authorized and directed to discharge such mortgage of record upon the margin of the records thereof, in accordance with the provisions of the statute in such case made and provided.

IN TESTIMONY WHEREOF, The said THE AETNA BUILDING AND LOAN ASSOCIATION, a Corporation, has caused this instrument to be signed by its Vice President, and attested by its Asst. Secretary, and the seal of said corporation to be hereto affixed this 22 day of July, 1937.

Handwritten notes:
This is a copy of the original mortgage recorded in the office of the Register of Deeds in and for the County of Douglas, State of Kansas, on the 24th day of July, 1937, at 11:35 A.M. The mortgage was made by Frances Tindal Dolen and H. X. Dolen, her husband, to The Aetna Building and Loan Association, of Topeka, Kansas. The mortgage was for the sum of Three Thousand (\$3000.00) Dollars. The mortgage was recorded in the office of the Register of Deeds in and for the County of Douglas, State of Kansas, in Book numbered 75, at Page 435. The mortgage was made and executed by Frances Tindal Dolen and H. X. Dolen, her husband, on the 14th day of July, 1937. The mortgage was attested by Arthur S. Peck, Notary Public. The mortgage was recorded in the office of the Register of Deeds in and for the County of Douglas, State of Kansas, on the 24th day of July, 1937, at 11:35 A.M.