

DOUGLAS COUNTY

(CORP. SEAL)

Attest:

Geo. F. Richardson
Asst. Secretary.THE AETNA BUILDING AND LOAN ASSOCIATION,
By J. M. Thompson V-President.

STATE OF KANSAS, COUNTY OF SHAWNEE, ss:

BE IT REMEMBERED, That on this 22nd day of July, 1937, before me, the undersigned, a Notary Public in and for the county and state aforesaid, came J. M. Thompson, Vice President of THE AETNA BUILDING AND LOAN ASSOCIATION, a Corporation, and Geo. F. Richardson, Assistant Secretary of said corporation, who are personally known to me to be the same persons who executed the foregoing instrument of writing as President and Assistant Secretary respectively, and said J. M. Thompson, as Vice President of said corporation, duly acknowledged the execution of the same as Vice President of said corporation, and acknowledged the same to be the act of the corporation; and Geo. F. Richardson, Assistant Secretary of the said corporation, duly acknowledged the attestation of the same as such Assistant Secretary for and on behalf of said corporation, and that he affixed thereto the common seal of said corporation.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed my official seal, on the day and year last above written.

(SEAL) My commission expires Sept. 4, 1940

Frank J. Cronin
Notary Public.

Recorded July 24, 1937 at 11:40 A.M.

----- *Norrell A. Beck* Register of Deeds.

Receiving No. 4661A

MORTGAGE

THIS MORTGAGE, made the 13th day of July, A.D. 1937, Between Kelly Allen and Leah Allen, his wife of the County of Shawnee, and State of Kansas, parties of the first part, and THE SHIDELER MORTGAGE AND INVESTMENT COMPANY, a corporation, of Topeka, Kansas, party of the second part.

WITNESSETH: That whereas the said parties of the first part justly indebted to the said THE SHIDELER MORTGAGE AND INVESTMENT COMPANY of Topeka, Kansas, for money borrowed in the sum of FIFTEEN HUNDRED (\$1500.00)---DOLLARS, to secure the payment of which they have executed a promissory note, of even date herewith, for FIFTEEN HUNDRED (\$1500.00)---DOLLARS, payable in ---annual payments, the first payment of ONE HUNDRED (\$100.00)---Dollars being payable on the 13th day of July, 1938, and a payment of ---Dollars being payable on the ---day of ---19---, and a payment of ONE HUNDRED (\$100.00)---Dollars being payable on the 13th day of July in each succeeding year thereafter, except the last payment which shall be for the full amount of the balance due on said note, which said sum of FIFTEEN HUNDRED (\$1500.00)---Dollars bears interest at the rate of five per cent. per annum, payable semi-annually, on the 13th day of January and July of each year.

Said note is executed by the said parties of the first part, and bears interest after maturity on both principal and interest at the rate of ten (10) per cent. per annum, payable annually, until paid, and is made payable to the order of said THE SHIDELER MORTGAGE AND INVESTMENT COMPANY at Topeka, Kansas.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That the said parties of the first part, in consideration of the premises, and for the purpose of securing the payment of the money aforesaid and interest thereon according to the tenor and effect of the said promissory note above mentioned, and also to secure the faithful performance of all the covenants, conditions, stipulations and agreements herein contained, do by these presents, mortgage and warrant unto said party of the second part, its successors and assigns, forever, all the following described lands and premises, situated and being in the County of Douglas and State of Kansas, to wit:

The South half of the Southeast Quarter of Section Twenty Two (22), Township Thirteen (13), Range Twenty (20), in Douglas County, Kansas.

And the said parties of the first part expressly agree to pay the said note and the interest thereon promptly as each payment becomes due, and to pay all taxes and assessments against said premises when they become due; and agree that when any taxes or assessments shall be made upon said loan, or upon said party of the second part, or assigns, on account of said loan, either by the State of Kansas or by the county of town wherein said land is situated, the parties of the first part will pay such taxes or assessments when the same become due and payable; and that they will keep the buildings upon the above described real estate insured in such forms of insurance as may be required by the party of the second part, in some solvent incorporated insurance company or companies approved by the said party of the second part, for a sum satisfactory to the party of the second part, or assigns, for the benefit of the party of the second part herein, or assigns, so long as the debt above secured shall remain unpaid, and make the policy or policies of insurance payable to the party of the second part herein, or assigns, as collateral security for the debt hereby secured.

And it is further provided and agreed by and between said parties hereto that if default shall be made in any payment of said note or interest thereon, or any part thereof when due; or if the taxes on said premises are not fully paid before the same shall become delinquent; or upon failure on the part of the parties of the first part to pay the taxes or assessments upon the loan secured by this mortgage or the holder thereof, and insurance premiums as heretofore mentioned, then in such case, the whole of said principal and interest thereon shall, at the option of said second party, or assigns, become due and payable and this mortgage may be foreclosed at any time after such default; but the omission of the party of the second part, or assigns, to exercise this option at any time or times shall not preclude said party of the second part from the exercise thereof at any subsequent default or defaults of said first parties in payments as aforesaid; and it shall not be necessary for said party of the second part, or assigns, to give written notice of its or their intention to exercise said option at any time or times, such notice being hereby expressly waived by said parties of the first part.

It is further provided that said party of the second part, or assigns, may at its or their option pay said taxes, assessments and insurance premiums on the failure of the parties of the first part to pay the same as above mentioned, and the money so paid, with interest thereon at the rate of ten (10) per cent. per annum from date of payment shall be a part of the debt secured and collectible under this mortgage, and the said party of the second part, or assigns, shall, at its or their option, be entitled to be subrogated to any lien, claim or demand paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage. And the party of the second part, or assigns, may pay and discharge any liens that may exist against above described real estate that may be prior and senior to the lien of this mortgage; and the money so paid shall become a part of the lien of this mortgage and bear interest at the rate of ten (10) per cent. per annum.

As additional and collateral security for the payment of said note the parties of the first part hereby assign to said party of the second part, or assigns, all the rights and benefits accruing to the parties of the first part under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however, that the said party of the second part, or assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor except as to sums actually collected by it or then, and that the lessees in any such leases shall account for such rights or benefits to the parties of the first part, or assigns, until notified by legal holder hereof to account for and to pay over the same to such legal holder.

Reg. No. 1150
Reg. Fee \$3.75

This document is a copy of the original mortgage, has been filed in full, and the same is
 Mary Campbell, this 22nd day of July, 1937.
 Mrs. Mary Campbell, S. Wolfe

was prepared
 as written
 on the original
 Mortgage
 this 22nd day
 of July, 1937
 1937