199 MORTGAGE RECORD 83 IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year last above written. Frank T. Stockton Margaret Stansbury Stockton STATE OF KANSAS,) Douglas County,) SS. BE IT REMEMBERED, That on this 31st day of August 1937 before me, C.B. Hosford a Notary Public in and for said County and State, came Frank T. Stockton and Margaret Stansbury Stockton, his wife to me personally known to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same. IN WITNESS WHEELEON, I have herounto subscribed my name and affixed my official seal on the day year last above written. and C. B. Ecsford (SEAL) My Commission expires June 26 1939 Notary Public. Ward a Buck Register of Deeds. Recorded August 31, 1937 at 10:53 A.M. Receiving No. 4319 ~ ee Paid \$ 7.50 KORTGAGE KNOW ALL MEN BY THESE PRESENTS, That Ruth M. Wood and Robert E. Wood, her husband (Granters), of the County of Douglas, and State of Kansas, for and in consideration of the sum of - - Three Thousand (\$3000,00), - Dollers, in hand paid by THE AETNA BUILDING AND LOAN ASSOCIATION, of Topoka, Kansas, (Grantes), do hereby sell and course unto the said The Astan Building and Lean Association, and its suc-cessors, or assigns, the following-described premises, situated in the County of Douglas, and the State of Kanses to sit. 200 2 of Kansas, to wit: The East One Hundred Fifteen (115) feet of the North Twenty-five (25) feet of Lot Seven (7) and the East One Hundred Fifteen (115) feet of the South Twenty-five (25) feet of Lot Eight (8), in Block Eight (8), in Babcock's Addition to Lawrence, Kansas. t. The affer an TO HAVE AND TO HOLD the above granted premises, with all the improvements thereon and appurtements thereto belonging, unto the said Grantee and its successors or assigns forever. And the said Grantors for themselves and their heirs, executors, administrators, end assigns, oot enant with the said Grantee and its successors, or assigns, that the said premises are free and clear from any and all encumbrence, and that they have a good right and lawful authority to convey and mortgage the same, and that they will warrent and defend the title thereto against the lawful claims of any and and the successors of the same and the same and a state the same and the same an tuce herente The same, and the sum of a state of the solution of the state of the s The the all persons whomscever. - Miler to auto 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 promisory with in writing this day given by the grantors to the grantee, in which grantors have egreed to pay the sum hereinbefore mentioned in monthly installments, ar set out and described in detail in said note, the ounditions of which said note are by reference made a part increase. And the said frantors for themselves a their heirs, executors, administrators, and assigns, here-by further promise and egree that if at any time the above-described real estate be not occupied by the then owners thereof as a homestead, the remts and profits accruing from the use thereof are hereby assign be necessary of the money so collected may be used and applied by it in liquidation of the above obliga-tion; according to the terms of the note hereinbefore referred to, the balance, if any, to be turned never to the lead owner of said real estate. hale 9 the origina 3 this e forgang instrument tion; socording 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 tormado in an anount equal, at least, to the amount of the loan, and deliver the policies covering said insurence 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 propurty and keep the same in good repair, and do and per-form all things which the By-Laws of said Association require of its shareholders and borrowers as here; inbefore provided, then this mortgage shall be null and void; otherwise to remain in full force and vir-tue in law. ENA B. It is 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 hereinbelore specified, or if the taxes, rates, insurance, liens, charges and dues aseds are due and payable, then the whole indebtedness, including the amount of all assessments, dues and find shall become due and the said Grantee, or its successors, or assigns, may proceed to forcelose, or pursue any other lawful mode to collect the same, and said Grantee shall be entitled to the possession of said manufacts and of said property. However, the said Grantee may, at its option, pay, or cause to be paid, Ó any other lawful mode to collect the same, and said Grantee shall be entitled to the possession of said promises 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 oharge 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 foreolose 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 astlement of the debt secured by this mortgage before maturity of the stock herein montioned, as provided by the By-Laws. WITNESS our hands this Slet day of August, 1937 Buth W. Mord Ruth M. Wood Robert E. Wood State of Kansas, Douglas County, ss. BE IT RELEMENERED, That on this 31st day of August, A.D. 1937, personally appeared before the und signed, a Notary Public in and for said County, Ruth M. Mood and Robert E. Mood, her husbend who are personally known to me to be the identical persons whose nemes 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 the same subscribed to be the identical persons whose nemes 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 61

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