

## MORTGAGE RECORD 83

such indebtedness, credit to the account of the Mortgagor all payments made under the provisions of (a) of paragraph 2 hereof, which the Mortgagee has not become obligated to pay to the Federal Housing Administrator, and any balance remaining in the funds accumulated under the provisions of (b) of paragraph 2 hereof. If there shall be a default under any of the provisions of this mortgage resulting in a public sale of the premises covered hereby or if the Mortgagee acquires the property otherwise after default, the Mortgagee shall apply, at the time of the commencement of such proceedings, or at the time the property is otherwise acquired, the balance then remaining in the funds accumulated under (b) of paragraph 2 preceding, as a credit against the amount of principal then remaining unpaid under said note and shall properly adjust any payments which shall have been made under (a) of paragraph 2.

4. That he will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinbefore, and in default thereof the Mortgagee may pay the same.

5. That he will keep the premises above conveyed in as good order and condition as they are now and will not commit or permit any waste thereof, reasonable wear and tear excepted.

6. That if the premises covered hereby, or any part thereof, shall be damaged by fire or other hazard against which insurance is held as hereinbefore provided, the amounts paid by any insurance company pursuant to the contract of insurance shall, to the extent of the indebtedness then remaining unpaid, be paid to the Mortgagee, and, at its option, may be applied to the debt or released for the repairing or rebuilding of the premises.

7. That if the Mortgagor fails to make any payment provided for in this mortgage for taxes, insurance premiums, repair of the premises, or the like, then the Mortgagee may pay the same and all sums so advanced, with interest thereof at five per centum (5%) per annum from the date of such advance, shall be payable on demand and shall be secured hereby.

8. That if there shall be a default in any of the terms, conditions or covenants of this mortgage, or of the note secured hereby, then any sums owing by the Mortgagor to the Mortgagee shall, at the option of the Mortgagee, become immediately due and payable. The Mortgagee shall then have the right to enter into the possession of the mortgaged premises and collect the rents, issues and profits thereof. In the event of any default, as herein described, this mortgage may be foreclosed. Appraisement is hereby waived.

Notice of the exercise of any option granted herein to the Mortgagee is not required to be given. The covenants herein contained shall bind, and the benefits and advantages shall inure to, the respective heirs, executors, administrators, successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF the Mortgagor(s) have hereunto set their hand(s) and seal(s) the day and year first above written.

STATE OF KANSAS, )  
COUNTY of Douglas ) ss:

Harry Still  
Laura Still

BE IT REMEMBERED, that on this 27th day of August, 1936, before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Harry Still and his wife, Laura Still, to me personally known to be the same person(s) who executed the above and foregoing instrument of writing, and duly acknowledged the execution of same.

IN WITNESS WHEREOF, I have hereunto set my hand and Notarial Seal on the day and year last above written.

John C. Enick  
Notary Public.

(SEAL) My Commission expires January 13th, 1940

Recorded August 27, 1938 at 4:40 P.M.

*David A. Bick*

Register of Deeds.

Receiving No. 6583

Reg. No. 1598  
Fee Paid \$1.25

## MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That G. C. Tucker, a single man (Grantor), of the County of Douglas, and State of Kansas, for and in consideration of the sum of Five Hundred (\$500.00) 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 Thirty-three (33) in Lindley Addition to the City of Lawrence, in Douglas County, 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 Grantor for himself and his 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 encumbrances, and that he has a good right and lawful authority to convey and mortgage the same, and that he 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 Grantor is the owner of One installment shares, Class "DL", of the said The Aetna Building and Loan Association, and does 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 Five and 80/100 (\$5.80) 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 grantor to the grantee, in which grantor has 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 Grantor for himself and his 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 owner 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 Grantor, his 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

*State of Kansas, County of Douglas, City of Lawrence, Lot 33 in Lindley Addition to the City of Lawrence, in Douglas County, Kansas. This mortgage is given by G. C. Tucker to The Aetna Building and Loan Association, of Topeka, Kansas, for the sum of Five Hundred (\$500.00) Dollars, in hand paid by said Association to said Grantor, for the purpose of securing the payment of a promissory note in writing this day given by said Grantor to said Association, in which grantor has 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. (See next page)*