

MORTGAGE RECORD 67

321

SAME DOOR NORTH STATIONERY CO KANSAS CITY MO 6314

From
Odd Fellows Lodge

MORTGAGE.

State of Kansas Douglas co. ss
This instrument was filed for record
Apr. 1, 1928. At 2:25 P.M.

To
Home Sav. & Loan Co.,

John L. Williams
Register of Deeds.

Reg. No. 1609
Fee Paid 13.75

This Indenture, Made this 26th day of March, A.D. 1926 between the Baldwin City Independent Order of Odd Fellows Lodge, number 31, of Baldwin City, Douglas County, in the State of Kansas, of the first part and The Home Savings and Loan Association of Ottawa Kansas, of the second part.

Witnesseth, That the said party of the first part in consideration of the sum of (\$6500.00) six thousand five hundred and no/100 Dollars the receipt of which is hereby acknowledged does by these presents grant, bargain sell and convey unto the said party of the second part its successors and assigns, all of the following described real estate, situated in the county of Douglas and State of Kansas, to-wit:

Beginning ten (10) feet west of the southwest corner of lot "a" on High street thence north one hundred forty (140) feet, thence east seventy (70) feet, thence south twenty four (24) feet thence west twenty (20) feet thence south one hundred sixteen (116) feet, thence west fifty (50) feet to beginning, all in the City of Baldwin City in Douglas County, Kansas. Also lot number ninety five (95) on High street in the City of Baldwin City in Douglas County, Kansas.

To Have and To Hold the same together with all and singular the tenements hereditaments and appurtenances thereunto belonging in anywise appertaining forever.

Provided Always, and this instrument is executed and delivered to secure the payment of the sum of six thousand five hundred (\$6500.00) Dollars with interest thereon, and such charges as may become due to said party of the second part under the terms and conditions of the note secured here- by advanced by the Home Savings and Loan association, to the party which said interest the first party agrees to pay in monthly installments making a total monthly payment of fifty cents on each \$100.00, payable as follows; Fifty cents per month per (\$100.00) one hundred dollars on or before the 26th day of April, 1926 and a like sum on or before the 26th day of each and every month thereafter to end in- cluding the maturity of said note. The makers hereof, agree as follows:

First, To pay all taxes and assessments of every kind and nature levied upon the real estate mortgaged to said The Home Savings and Loan Association of Ottawa Kansas when the same are by law due and payable and insurance premiums to secure the amount of insurance hereinafter provided for. Second, To immediately procure and maintain and keep in the possession of said assoc- iation without lapse, policies of insurance against fire and lightning in the sum of seven thousand five hundred dollars and tornado insurance in an amount to be agreed upon, covering the buildings now or to be hereafter erected upon the said mortgaged premises. In some responsible insurance company, until the debt secured by this obligation with interest is fully paid; said policies to have subrogat- ing clauses attached, making loss, if any, payable to said association, as its interests may appear; which policies and clauses shall be issued by companies and upon forms approved by said association. Third, To keep and maintain the buildings now on said premises or which may be here- after erected thereon, in good condition at all times and shall not suffer waste thereon.

Fourth, That in case of failure on its part or on the part of its successors or assigns or grantees, to pay all taxes and assessments when by law they become due and payable or a like failure to keep in force policies of insurance hereinbefore provided for; that the said association may pay said taxes and assessments and maintain said insurance and that the amount so expended by it, shall be a lien on premises described in the mortgage given to secure the payment of this note, and the same may be recovered with interest at the rate of ten per cent per annum.

Fifth, The undersigned hereby assigns to the said The Home Savings and Loan associa- tion the rents and income arising at any time and all times from the property mortgaged to secure this note, and do hereby authorize the association at its option to take charge of said property collect and receipt for all rents and income and apply the same on the payments, insurance premiums, taxes, assess- ments repairs or improvements necessary to keep the property in tenable condition or other charges provided for in this note provided said payments or charges are three months in arrears. This assign- ment of rents to continue in force until the amount secured by this note is fully paid.

A copy of the instrument secured by this mortgage reads as follows: United States of America---Mortgage note; Secured by Real Estate.

Ottawa Kansas, March 26, 1926.
On the 26 day of March 1940 for value received, we promise to pay to the order of The Home Savings and Loan Association of Ottawa, Kansas the sum of sixty five hundred (\$6500.) Dollars with interest there- on until paid at the rate of six per cent per annum interest payable monthly at the office of said association, on remaining balances from the date hereof until paid in full. Said note shall mature as follows: \$1000.00 on the 26 day of March 1928; \$1000.00 on the 26 day of March 1930; \$1000.00 on the 26 day of March 1932; \$1000.00 on the 26 day of March 1934; \$1000.00 on the 26 day of March 1936; \$1000.00 on the 26 day of March 1938; \$500.00 on the 26 day of March 1940.

This note shall bear interest at the rate of ten per cent per annum after maturity of any installments of the principal if not paid when due, and in case installment of principal or inter- est is not paid when due then the full principal of this note shall at once become due and payable without further notice at the option of the holder. The sum of \$100.00 or any multiple thereof may be paid at any interest payment date. The payee hereof agrees to refinance each installment as it becomes due in the manner provided by its rules and regulations and at a rate not higher than the rate used in the loan of even date wherein the payee is financing an addition al \$1000.00 above the face of this note on the regular building and loan amortized loan plan.

Baldwin City Independent Order of Odd Fellows Lodge No. 31.

A.H. Kraft-- Trustee
Simpson Taylor--Trustee
O.W. Price --Trustee.

And this conveyance shall be void if such payment be made as is herein specified. But if default be made in such payment or any part thereof or interest thereon or if the taxes on said land are not paid when the same become due and payable or if the insurance is not kept up thereon, as provided herein, or if the buildings are not kept in good repair or if the improvements are not kept in good condition or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid shall immediately become due and payable at the option of the holder hereof; and it shall be lawful for the said party of the second part its executors, administrators and assigns at any time thereafter to take possession of the said premises and all the improvements thereon and re- ceive the rents issues and profits thereof, and to sell the premises hereby granted or any part thereof in the manner prescribed by law and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest together with the costs and charges of making such sale and the over- plus if any there shall be paid by the party making such sale, on demand to the said first party or its heirs and assigns.

In Witness Whereof The said party of the first part has hereunto set its hand and seal the day and year first above written. Baldwin City Independent Order of Odd Fellows Lodge No. 31.

O.W. Price--Trustee.

A.H. Kraft-- Trustee
Simpson Taylor--Trustee

JOHN CALLAHAN Clerk of the District Court of Douglas County, Kan- sas, do hereby certify that the foregoing is a true and correct copy of the original as the same was recorded in the office of the Register of Deeds of said county on the 1st day of April, 1928, at 2:25 P.M. and that the same is a true and correct copy of the original as the same was recorded in the office of the Register of Deeds of said county on the 1st day of April, 1928, at 2:25 P.M. Witness my hand this 27 day of April, 1928.
John Callahan
Clerk District Court

ATTEST:
Norval A. Smith
Register of Deeds