

MORTGAGE RECORD 67

329

SALE DOORS NORTH ST. TOWNSHIP CO KANSAS CITY NO 8211

From H. B. Peairs, Trustee
Haskell Y.M.C.A.
To John Hermann

MORTGAGE.
State of Kansas, Douglas County, ss:
This instrument filed April 10th, 1926
at 10:35 A.M.

Geo. E. Wellman
Register of Deeds.

Minutes of a meeting of the Advisory Board of the Haskell Y. M. C. A. held Apr. 6, 1926, at 4:30 P.M., the following members being present, viz:
Mr. D. Clinton West, Chairman, Mr. Geo. E. Peters, Mr. Paul A. Cannady, Mr. G. Elmer E. Lindquist, and George Shawnee, Treasurer.

Mr. Lindquist offered the following resolution:-
Resolved that the Advisory Board of the Haskell Young Men's Christian Association hereby approves the loan of Ten Thousand Dollars (\$10,000.00) made on its property adjacent to Haskell Institute in accordance with note and mortgage of Mr. John Hermann, dated April 1, 1926 and signed on behalf of this Association, by H. B. Peairs, Trustee for the Haskell Young Men's Christian Association.

It was moved by Mr. Peters that the above resolution be adopted. Motion was seconded, put to vote and carried unanimously.

It was moved and seconded that the meeting adjourn. Motion carried.

George Shawnee
Treasurer.

Approved D. Clinton West
Chairman.

Haskell Institute, Lawrence, Kansas, April 6, 1926.

This Indenture made this first day of April, in the year of our Lord, one thousand nine hundred and Twenty-six between H. B. Peairs, Trustee for the Haskell Young Men's Christian Association of Lawrence, in the County of Douglas and State of Kansas, party of the first part and John Hermann party of the second part.

Witnesseth, that the said party of the first part, in consideration of the sum of Ten Thousand and No/100 Dollars, \$10,000.00, has him duly paid, the receipt of which is hereby acknowledged, part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Begin at a point Seven Hundred Twenty (720) feet South and Thirty (30) feet West of the Northeast corner of the Northwest fractional Quarter (¼) Section Seven (7) Township Thirteen (13) Range Twenty (20) thence South One Hundred Twenty-two (122) feet Five (5) inches; thence West One Hundred Seventeen (117) feet; thence North One Hundred Twenty-two (122) feet five (5) inches; thence East One Hundred Seventeen (117) feet to beginning. Also
Begin at a point Seven Hundred Twenty (720) feet South and One Hundred Sixty-three (163) feet West of the Northeast corner of Northwest fractional Quarter (¼) Section Seven (7) Township Thirteen (13) Range Twenty (20) ; thence South One Hundred Twenty-two (122) feet Five (5) inches; thence West One Hundred Seventeen (117) feet; thence North One Hundred Twenty-two (122) feet five (5) inches; thence East One Hundred Seventeen (117) feet to the beginning.

Beginning on the East line of the North half (½) of the Northwest Quarter (¼) Section Seven (7) Township Thirteen (13) Range Twenty (20) at a point Five (5) chains North of the Southeast corner of said North Half (½) thence North One Hundred Forty seven feet Seven (7) inches; thence West Two Hundred Ninety Five (295) feet Two (2) inches; thence South One Hundred Forty-seven (147) feet Seven (7) inches; thence East Two Hundred Ninety-five (295) feet Two (2) inches to beginning, containing One (1) acre or land more or less.

with the appurtenances and all the estate title and interest of the said party of the first part therein.

And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the party of the first part shall at all times during the life of this indenture pay all taxes or assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that he will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the party of the second part, the loss if any, made payable to the party of the second part to the extent of his interest. And in the event that said party of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided, then the party of the second part may pay said taxes and insurance, or either and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

This Grant is intended as a mortgage to secure the payment of the sum of ---Ten--- Thousand and no/100 --- (\$10,000.00) Dollars--- according to the terms of one certain written obligation for the payment of said sum of money, executed on the 1st day of April, 1926 and by its terms made payable to the party of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any sum or sums of money advanced by the said party of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided in the event that said party of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holder without notice, and it shall be lawful for the said party of the second part to take possession of the said premises, and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom; 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 incident thereto, and the overplus, if any there be, shall be paid by the party making such sale, on demand to the first party.

It is agreed by the parties hereto that the terms and provisions of this indenture and

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Geo. E. Wellman
Register of Deeds

The party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they will warrant and defend the same against all parties making lawful claim thereto.