

UnRecorded Please see Book 105, Page 445
MORTGAGE RECORD 75

From Eliza L. Geyer et ux
 To Board of Conference Claimants of Kansas
 Annual Conference of Methodist Episcopal
 Church

State of Kansas, Douglas county ss
 This instrument was filed for record
 July 30, 1927. At 9:35 A.M.

Dora E. Libbman
 Register of Deeds.

This Indenture, Made this 28 day of July in the year of our Lord one thousand nine hundred twenty seven by and between Eliza L. Geyer and Lola I. Geyer his wife of the county of Douglas and State of Kansas, parties of the first part, and the Board of Conference Claimants of the Kansas Annual Conference of the Methodist Episcopal Church party of the second part.

Witnesseth, That the said parties of the first part for and in consideration of the sum of Nine Hundred Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, and to its assigns forever, all of the following described tract, piece or parcel of land, lying and situate in Baldwin City, County of Douglas and state of Kansas, to-wit:

The south half of lots numbered eighty three (83) eighty five (85) and eighty seven (87) and the south twelvefeet of the north half of the said lots, on Jersey street, Baldwin City, of the county and State aforesaid.

To Have and to Hold the same, with all and singular the hereditaments and appurtenances thereto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to its assigns forever. And the said parties of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners 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 in the quiet and peaceable possession of said party of the second part its ~~heirs~~ assigns, forever, against the lawful claims of all persons whomsoever.

Provided Always, And this instrument is made, executed and delivered upon the following conditions, to-wit:

First, Said Eliza L. Geyer and Lola I. Geyer his wife are justly indebted unto the said party of the second part in the principal sum of Nine Hundred Dollars lawful money of the United States of America, being for a loan thereof, made by the said party of the second part to the said Eliza L. Geyer and Lola I. Geyer, his wife and payable according to the tenor and effect of a certain First Mortgage Real Estate Note, numbered, executed and delivered by the said Eliza L. Geyer and Lola I. Geyer his wife, bearing date July 28, 1927, and payable to the order of the said The Board of Conference Claimants of the Kansas Annual Conference of the Methodist Episcopal Church five years after date at Baldwin City, Kansas with interest thereon from date until maturity at the rate of 6% per cent per annum, payable semi-annually on the first days of February and August in each year and 10% per cent per annum after maturity the installments of interest being further evidenced by ten coupons attached to the said principal note, and of even date therewith, and payable to the order of said The Board of Conference of the Kansas Annual Conference of the Methodist Episcopal Church at Baldwin City, Kansas.

Second, Said parties of the first part hereby agree to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance herein-after specified, and if not so paid the said party of the second part or the legal holder or holders of this mortgage, may, without notice, declare the whole sum of money herein secured due and payable at once, or may elect to pay such taxes, assessments and insurance premiums and the amount so paid shall be a lien on the premises aforesaid and be secured by this mortgage and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of 6% per cent per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises, and the rents, issues and profits thereof.

Third, Said parties of the first part hereby agree to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth, Said parties of the first part hereby agree to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage to the amount of Twenty Six Hundred Dollars; loss, if any, payable to the mortgagee or its assigns. And it is further agreed, that every such policy of insurance shall be held by the party of the second part, or the legal holder or holders of said note, as collateral or additional security for the payment of the same, and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same, when received to the payment of said note, together with the costs and expenses incurred in collecting said insurance; or may elect to have buildings repaired, or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note may deliver said policy to said parties of the first part, and require the collection of the same, and payment made of the proceeds as last above mentioned.

Fifth, Said parties of the first part hereby agree that if the makers of said note shall fail to pay or cause to be paid, any part of said money, either principal or interest, according to the tenor and effect of said note and coupons when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice, And the said parties of the first part for said consideration do hereby expressly waive an appraisalment of said real estate and all benefit of the Homestead, Exemption and Stay Laws of the State of Kansas. The foregoing conditions being performed, this conveyance to be void, otherwise of full force and virtue.

In Testimony Whereof, The said parties of the first part have hereunto subscribed their names on the day and year above mentioned.

Eliza L. Geyer
 Lola I. Geyer

Executed and delivered in presence of

State of Kansas |
 Douglas County | SS

Be it remembered, That on this 28 day of July A.D. Nineteen Hundred twenty seven before me, the undersigned a Notary Public in and for said county and state came Eliza L. Geyer and Lola I. Geyer his wife, who are personally known to me to be the identical persons described in and who executed the foregoing mortgage deed, and duly acknowledged the execution of the same to be their voluntary act and deed.

In Witness Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

I S— My commission expires April 7, 1929.

Chas. H. Beeks—Douglas County, Kansas

Read My Note By These Parties, That the Board of Conference Claimants of the Kansas Annual Conference of the Methodist Episcopal Church do hereby acknowledge the receipt of the sum of Nine Hundred Dollars, being for a loan thereof, made by the said party of the second part to the said Eliza L. Geyer and Lola I. Geyer, his wife and payable according to the tenor and effect of a certain First Mortgage Real Estate Note, numbered, executed and delivered by the said Eliza L. Geyer and Lola I. Geyer his wife, bearing date July 28, 1927, and payable to the order of the said The Board of Conference Claimants of the Kansas Annual Conference of the Methodist Episcopal Church five years after date at Baldwin City, Kansas with interest thereon from date until maturity at the rate of 6% per cent per annum, payable semi-annually on the first days of February and August in each year and 10% per cent per annum after maturity the installments of interest being further evidenced by ten coupons attached to the said principal note, and of even date therewith, and payable to the order of said The Board of Conference of the Kansas Annual Conference of the Methodist Episcopal Church at Baldwin City, Kansas.