

Reg. No. 1063  
Fee Paid. \$ 2.50

FROM

I. O. O. F. Lodge 31  
TO

TC

A. F. Beach

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 22 day of Nov. A. D. 19 30 at 1:30 o'clock P.M.

Nov. A. D. 1930, at 1:30 o'clock P. M.

By Erie E. Armstrong Register of Deeds  
 Deputy.

THIS INDENTURE, Made this 1st day of September, in the year of our Lord, one thousand nine hundred and thirty between \_\_\_\_\_  
The I. O. O. F. Lodge No. 31 Baldwin City Kansas  
\_\_\_\_\_ of \_\_\_\_\_ in the County of \_\_\_\_\_ and State of \_\_\_\_\_  
part y. of the first part, and A. F. Beach

WITNESSETH, That the said part 7 of the first part, in consideration of the sum of \$ One thousand DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, has as sold, and by this indenture do as Grant, Bargain, Sell and Mortgage to the said part 7 of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point ten (10) feet west of the southwest corner of lot "S" on High Street Baldwin City, Kansas, thence east fifty (50) feet, thence north one hundred sixteen (116) feet, thence east twenty (20) feet, thence north twenty four (24) feet, thence west seventy feet (70') thence south one hundred forty (140) feet to place of beginning. Also Lot ninety five (95) on High Street Baldwin City, Kansas.

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

And the said part y of the first part do EE hereby covenant and agree that at the delivery hereof it 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 incumbrance except a first mortgage of \$5500.00

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 part of Y of the first part shall at all time during the life of this industry, pay all taxes or assessments that may be levied or assessed against said real estate when the same become due and payable, and that it will keep the buildings upon said real estate insured against fire and tornado in such manner and by such insurance company as shall be specified and directed by the part second of the second part, the loss, if any, made payable to the part second of the second part to the extent of the interest. And in the event that said part first of the first part shall fail to pay such taxes and insurance, or either when the same become due and payable and to keep said premises insured as herein provided, then the part second 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 the mortgage hereinbefore made, and shall be paid by the part first of the first part when the same shall become due and payable.

THIS GRANT is intended as a mortgage to secure the payment of the sum of One thousand DOLLARS.

according to the terms of one certain written obligation, for the payment of said sum of money, executed on the 1st day of September 1930 and by its terms made payable to the part y 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 part y 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 part y of the first part shall fail to pay the same as provided in this indenture

part X of the first part shall fail to pay any sum as provided in this indenture. And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or 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 hereof without notice, and it shall be lawful for the said part Y 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 surplus, if any there be, shall be paid by the part \_\_\_\_\_ ranking such sale, on demand, to the first part \_\_\_\_\_.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part Y of the first part ha 8 hereunto set its hand and seal the day and year last  
above written by its trustees duly authorized to bind said lodge.

CORP  
SEAL

A. H. Kraft                      Trustee                      (SEAL)

Wm Whitted (SEAL)

T. J. Keohane                      Trustee                      (SEAL)

STATE OF Kansas }  
COUNTY OF Douglas } ss.

BE IT REMEMBERED That on this 21 day of Nov. A. D. 1930, before me, a

Notary Public \_\_\_\_\_ in the aforesaid County and State, came **A. H. Kraft Wm Whitted**

Legal Seal

and T. J. Keohane Trustees of I. O. O. F. Lodge 31 Baldwin City, Ks.

to me personally known to be the same person, 8 who executed the foregoing instrument and duly acknowledged the execution

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last

Mr. commission expires on the 15 day of May 19 31

My commission expires on the 15 day of July 1950

W. M. Clark

**Notary Public.**

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register of Deeds to enter the discharge of this mortgage of record. Dated this 20<sup>th</sup> day of June, 1922

A. F. Beach

[illegible]