

MORTGAGE RECORD 76

Reg. No. 2057
Fee Paid, \$ 3.75

FROM

Mount Oread Aerie #309 Fraternal Order of Eagles
TO

Peoples State Bank, Lawrence, Kansas

STATE OF KANSAS, DOUGLAS COUNTY, ss.

This instrument was filed for record on the 17th day of
Jan. A. D. 1933, at 4:45 o'clock A. M.Clyde Corp. *Clyde Corp.*

Register of Deeds.

By _____ Deputy.

THIS INDENTURE, Made this sixth day of January, in the year of our Lord, one thousand nine hundred and thirty three between Mount Oread Aerie #309 Fraternal Order of Eagles by Clyde Corp., North President, R. H. Stewart, Secretary, W. C. Ellis, A. C. Rutherford, R. S. Lefferd, Trustees of Lawrence, in the County of Douglas and State of Kansas party _____ of the first part, and Peoples State Bank, Lawrence, Kansas party _____ of the second part.

WITNESSETH, That the said party _____ of the first part, in consideration of the sum of Fifteen hundred 00/100 DOLLARS, to it duly paid, the receipt of which is hereby acknowledged, has ss. sold, and by this indenture do ss. Grant, Bargain, Sell and Mortgage to the said party _____ of the second part, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot Numbered Sixty-nine (69) on New Hampshire Street in the City of Lawrence

STATE OF KANSAS)
COUNTY OF DOUGLAS) ss.

BE IT REMEMBERED, That on this 7th day of January A. D. 1933, before me, a Notary Public in the aforesaid County and State, came Clyde Corp, Worthy President, R. H. Stewart, Secretary, W. C. Ellis, A. C. Rutherford and R. S. Lefferd, Trustees of Mount Oread Aerie #309 Fraternal Order of Eagles, to me personally known to be the same persons who officially executed the foregoing instrument and duly acknowledged the execution of the same as the free and voluntary act of the said Mount Oread Aerie #309 Fraternal Order of Eagles.

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

Legal Seal
My commission expires March 22, 1934.

T. J. Sweeney Jr.
Notary Public

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 do ss. hereby covenant and agree that at the delivery hereof it is the lawful owner _____ of the premises above granted, and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances whatsoever

and that they will warrant and defend the same against all parties making lawful claim therein.

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 become due and payable, and that it 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 its 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 Fifteen hundred 00/100 DOLLARS, according to the terms of one certain written obligation _____ for the payment of said sum of money, executed on the sixth day of January A. D. 1933

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 payment 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 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 party _____ of the second part or assigns

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 provided by law and out of all moneys arising from such sale to reach 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 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 party _____ of the first part has ss. caused this instrument to be signed by its Worthy President, Secretary and Trustees and its seal hereunto affixed

W. C. Ellis
Trustee
A. C. Rutherford
Trustee
R. S. Lefferd
Trustee

Seal

Mount Oread Aerie #309 Fraternal Order of Eagles (SEAL)
by Clyde Corp (SEAL)
by Worthy President (SEAL)
by R. H. Stewart (SEAL)
Secretary

STATE OF _____)
COUNTY OF _____) ss.

BE IT REMEMBERED, That on this _____ day of _____ A. D. 19____, before me, a _____ in the aforesaid County and State, came _____

to me personally known to be the same person _____ who executed the foregoing instrument and duly acknowledged the execution of the same.

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

My commission expires on the _____ day of _____ 19____

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 26 day of February, 1934.

(Corp. Seal)

Peoples State Bank, Lawrence, Kansas
By T. J. Sweeney Jr.,
Mortgage Owner.

1934 Edition
as written
on the original
Mortgage
entered
this _____ day
of _____
at _____
Kans.
Reg. of Deeds.