

MORTGAGE RECORD 84

FROM
Joseph E. Davis, a single and unmarried man,
TO
of Kansas
Grand Lodge of the Independent Order of Odd Fellows/
By
THIS INDENTURE, Made this 5th day of September, in the year of our Lord, one thousand nine hundred and forty, between Joseph E. Davis, a single and unmarried man, of Lawrence in the County of Douglas and State of Kansas party of the first part, and Grand Lodge of the Independent Order of Odd Fellows of Kansas party Y of the second part.

WITNESSETH, That the said party of the first part, in consideration of the sum of Three Thousand and no/100 (\$3,000.00) DOLLARS, to him duly paid, the receipt of which is hereby acknowledged, has sold, and by this indenture do Grant, Bargain, Sell and Mortgage to the said party Y 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 the Southeast corner of the Northeast Quarter (NE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of Section Five (5), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian, thence West Seventy (70) rods, thence North Eighty (80) rods, thence East Thirty-five (35) rods, thence South Twenty-four (24) rods, thence East Thirty-five (35) rods, thence South Fifty-six (56) rods, to the place of beginning, containing 29.75 acres more or less; and also,

Beginning Twenty (20) rods West of the center of Section Five (5), Township Thirteen (13) South, Range Twenty (20) East of the Sixth Principal Meridian, thence South Twenty-four (24) rods, thence West Fifteen (15) rods, thence North Twenty-four (24) rods, thence East Fifteen (15) rods, to the place of beginning, containing 2.25 acres 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 do hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seised of a good and indefeasible estate of inheritance, 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 Y 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 he shall 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 Y of the second part, the loss, if any, made payable to the party Y of the second part to the extent of its interest. And in the event that said party Y 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 Y of the second part may pay said taxes and insurance, or other, 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 Three Thousand and no/100 (\$3,000.00) DOLLARS, according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 5th day of September 1940, and by the terms made payable to the party 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 party 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 party Y 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 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 party 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 party Y of the second part to the party Y of the first part, on demand, to the first party Y.

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 hereunto set his hand and seal the day and year last above written.

Joseph E. Davis (SEAL)

(SEAL)

(SEAL)

(SEAL)

STATE OF KANSAS
County of DOUGLAS ss.

BE IT REMEMBERED, That on this 5th day of September A. D. 1940, before me, a Notary Public in the aforesaid County and State, came Joseph E. Davis, a single and unmarried man,

(SEAL)

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 23th day of October, 1940.

Forrest A. Jackson
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 5th day of September, 1940.

(Copy Seal)

By: B. D. Knapp
Grand Lodge of the Independent Order of Odd Fellows of Kansas
Notary Public
Grand Lodge of the Independent Order of Odd Fellows of Kansas
Owner.

This release was written on the original mortgage.

entered day of Sept 1940

Forrest A. Jackson
Notary Public
Deputy