

## MORTGAGE RECORD 84

Reg. No. 2586

Fee Paid, \$ 6.25

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 27 day of

February A. D. 1941, at 1:40 o'clock P. M.

*Narvel A. Beck*

Register of Deeds.

Deputy.

By

THIS INDENTURE, Made this twenty-sixth day of February, in the year of our Lord, one thousand nine hundred and forty-one between Mount Oread Aerie #309 Fraternal Order of Eagles by Conrad Hahn, Worthy President, Lloyd Webster, Secretary, W. C. Hunsinger, Roy Lawrence and C. C. Carl Trustees

of Lawrence in the County of Douglas and State of Kansas  
part Y of the first part, and Peoples State Bank, Lawrence, Kansas part Y of the second part.

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

Lots Numbered Sixty-nine (69) and Seventy-one (71) on New Hampshire Street in the  
City of Lawrence

STATE OF KANSAS }  
COUNTY OF DOUGLAS } ss.

BE IT REMEMBERED, That on the 26th day of February, 1941, before me, a Notary Public in the aforesaid County and State, came Conrad Hahn, Worthy President, Lloyd Webster, Secretary, W. C. Hunsinger, Roy Lawrence and C. C. Carl, 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.

T. J. Sweeney Jr.

Notary Public

(SEAL) My commission expired March 22, 1942.

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

And the said party Y of the first part do G.E. 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.

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 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 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 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 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 Twenty Five hundred 00/100 DOLLARS.

according to the terms of ONE certain written obligation for the payment of said sum of money, executed on the 26th day of February 1941 and by its 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 OF RESIDUAL 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 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 Y of the first part has hereunto caused this instrument to be signed by its Worthy President, Secretary and Trustees and has hereunto affixed, the day and year last above written.

W. C. Hunsinger

(CORP.)

Mount Oread Aerie #309 Fraternal Order of Eagles

Roy Lawrence

(SEAL)

by Conrad Hahn

(SEAL)

C C Carl

Trustee

by Lloyd Webster

(SEAL)

Secretary

(SEAL)

STATE OF KANSAS }  
County of DOUGLAS } ss.

BE IT REMEMBERED, That on this 27th day of February A. D. 19 1941, 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 19th day of February 19 1941.

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 (Record. Dated this 19th day of February, 1941).

(Corp. Seal)

By *Serge Docking, Pres.*The First National Bank of Lawrence, Kansas  
Mortgagee. Owner.

This Mortgage  
was written  
on the original  
Mortgage

Entered  
this 27th day  
of Feb.  
1941

*Narvel A. Beck*  
Reg. of Deeds