

State University of New York College at Buffalo - Buffalo State University

## Digital Commons at Buffalo State

---

Friendship Missionary Baptist Church, Papers

Friendship Missionary Baptist Church

---

1930

### Deed, 1930-02-04 (2)

Friendship Missionary Baptist Church

Follow this and additional works at: <https://digitalcommons.buffalostate.edu/fmbc-papers>



Part of the [History Commons](#), and the [Religion Commons](#)

---

#### Recommended Citation

"Deed, 1930-02-04 (2)." Friendship Missionary Baptist Church, Papers. Monroe Fordham Regional History Center, Archives & Special Collections Department, E. H. Butler Library, SUNY Buffalo State. <https://digitalcommons.buffalostate.edu/fmbc-papers/8>

This Article is brought to you for free and open access by the Friendship Missionary Baptist Church at Digital Commons at Buffalo State. It has been accepted for inclusion in Friendship Missionary Baptist Church, Papers by an authorized administrator of Digital Commons at Buffalo State. For more information, please contact [digitalcommons@buffalostate.edu](mailto:digitalcommons@buffalostate.edu).

Recorded by M.C.H.  
Compared by

MORTGAGE Association

T.E.K.

(2215)

THE C. W. WOOD COMPANY, CHICAGO, ILL., MAKERS

**This Indenture**, Made this 4th day of February 1930, between  
Twilus Davis and Rosa Davis, his wife  
of the City of Buffalo, Erie County, New York, of the first part, and  
the Irish American Savings and Loan Association,  
of the same place, of the second part,

Witnesseth, that the said parties of the first part, in consideration of the sum of Fifteen Hundred and Sixty Dollars

(\$ 1560.00 ), to them duly paid, the receipt whereof is hereby acknowledged, have sold, and BY THESE PRESENTS do grant and convey to the said party of the second part, and its assigns, ALL THAT TRACT OR PARCEL OF LAND, situate in the CITY OF BUFFALO, COUNTY OF ERIE, AND STATE OF New York, bounded and described as follows:

Beginning at a point in the westerly line of Hickory Street distant 87 feet northerly from the intersection of the westerly line of Hickory Street with the northerly line of Clinton Street; thence westerly at right angles to Hickory Street 128.75 feet to Sylvan Alley and thence northerly along said alley 44 feet; thence easterly on a line drawn at right angles to Hickory Street 128.75 feet to Hickory Street and thence southerly along the westerly line of Hickory Street 44 feet to the place of beginning.

This mortgage is given to secure part of the purchase price of the above described premises.

Together with the appurtenances, and all the estate, right, title and interest of the party of the first part in and to said premises. To Have and to Hold the above granted premises, unto the said party of the second part and its successors, and assigns, forever. This Grant is intended as a security for the payment of the sum of Fifteen Hundred and Sixty

Dollars

in manner following, viz.: by the payment of twenty-five cents as dues or installments, on each of twelve shares of the

Capital Stock of said Association, owned by said Twilus Davis and standing in his name on the books of said Association, and assigned to it as collateral security for the payment hereof, and on which this loan is based, each and every week hereafter, until said shares shall attain the par value of One Hundred and Thirty Dollars each; together with interest on said sum at the rate of six per cent. per annum, payable weekly, and all fines and penalties that may be imposed, to be paid into the Treasury of said Association, at its regular weekly meetings; pursuant to the Articles of Association and By-Laws of said Association, which have been assented to by said Mortgagor and made a part hereof, and for the payment of all taxes and Assessments levied or assessed on said premises, according to the conditions of a certain bond this day executed and delivered by

said Twilus Davis and Rosa Davis to said Association; and this conveyance shall be void if such payment be made as herein specified.

And said parties of the first part hereby covenant that they will pay the indebtedness as hereinbefore provided, and if default be made in the payment of said principal sum, or the interest thereon, or in the payment of said dues or installments, or taxes or assessments, as hereinbefore provided, or of any part thereof, the party of the second part shall have power to sell the premises herein described, according to law.

And said parties of the first part, further covenant to keep the buildings on the said premises insured against loss by fire for the benefit of the mortgagee. That with the exception of two buildings now being destroyed no other buildings shall be removed or demolished without consent of the mortgagee.

It is hereby expressly agreed, that in case any dues or installments, or any interest moneys, or any part thereof, or any taxes or assessments imposed as aforesaid, shall remain due and unpaid for one month after the same shall become due and payable, that then the whole principal sum hereby secured, with interest, shall, at the option of said Association, become due and payable forthwith.

That the party of the second part, its successors or assigns, shall be at liberty immediately after any default shall take place in the payment of interest or principal moneys hereby secured to be paid or premiums of insurance, taxes or assessments, upon the said property above provided to be paid, upon the filing of a complaint or commencement of any other legal proceedings for the foreclosure of this mortgage, to apply for and shall be entitled, as a matter of right to the appointment by any competent court, or tribunal, of a Receiver of the rents and profits of the mortgaged premises, who shall have all the powers conferred by law upon a Receiver in such a case.

In Witness Whereof, the said parties of the first part have set their hands and seals, the day and year first above written.

IN THE PRESENCE OF

Witness to mark  
C. H. Shean

Twilus Davis L.S.  
Rosa X Davis L.S.  
mark

STATE OF NEW YORK,  
COUNTY OF ERIE  
CITY OF BUFFALO

ss. AID 2828-439-Sept 15, 1939

On this 4th day of February in the year one thousand nine hundred and thirty

before me, the subscriber, personally appeared Twilus Davis and Rosa Davis, his wife to me personally known to be the same persons described in and who executed the within instrument, and they severally acknowledged that they executed the same.

G. H. Shean

Ser No Y 7428 Feb 7, 1930.

Com'r of Deeds Buffalo, N.Y.

Received \$8.00 in payment of tax now due on within instrument.

Arthur R Atkinson, Recording Officer Erie Co. Per J.E.K.

Recorded, Examined and Compared with the Original, the 7th day of Feb 1930, at 4:50 P.M. J. E. K. Clerk.

Recorded by H.R.H.  
Compared by T.V.H.

MORTGAGE

(2216)

FORM NO. 10 (REVISED) APRIL 15, 1940

This Indenture, Made the 4th day of February A.D. 1930

Between TWILUS DAVIS and ROSE DAVIS, his wife, of the City of Buffalo, County of Erie and State of New York, party of the first part, and IRISH-AMERICAN SAVINGS AND LOAN ASSOCIATION, of the City of Buffalo, Erie County, New York, party of the second part,

Whereas, the said Twilus Davis and Rose Davis, are justly indebted to the said party of the second part, in the sum of Twenty-four hundred and forty Dollars, lawful money of the United States secured to be paid by certain bond or obligation bearing even date herewith, conditioned for the payment of the said sum of Twenty-four hundred and forty Dollars, at the expiration of one year from the date hereof, together with interest thereon, at the rate of six per cent per annum, to be computed from the date hereof and paid as follows: Semi-annually on the first days of January and July of each and every year, on all sums remaining from time to time unpaid.

It being thereby expressly agreed, that the whole of the said principal sum shall become due after default in the payment of interest, taxes, or assessments, as hereinafter provided.

Now, this Indenture Witnesseth, that the said party of the first part, for the better securing the payment of the said sum of money mentioned in the condition of the said bond or obligation, with interest thereon, and also for and in consideration of One Dollar paid by the said party of the second part, the receipt whereof is hereby acknowledged, do hereby grant and release unto the said party of the second part and his successors and assigns forever,

ALL THAT TRACT OR PARCEL OF LAND, situate in the City of Buffalo, County of Erie and the State of New York, bounded and described as follows:

BEGINNING at a point in the westerly line of Hickory Street distant 87 feet northerly from the intersection of the westerly line of Hickory Street with the northerly line of Clinton Street; thence westerly at right angles to Hickory Street 128.75 feet to Sylvan Alley and thence northerly along said alley 44 feet; thence easterly on a line drawn at right angles to Hickory Street 128.75 feet to Hickory Street; thence southerly along the westerly line of Hickory Street 44 feet to the place of beginning.

This mortgage is given to secure part of the purchase price of the above described premises.

*Do. 3065-265 - July 11, 1941.*

personally appeared JOSEPH GROSSO and MARGARET GROSSO, his wife to me personally known and known to me to be the same persons described in and who executed the within instrument and they duly severally acknowledged to me that they executed the same.

Vincent A. Tauriello  
Notary Public, Erie  
County, N.Y.

Ser No Y 7378 Feb 6, 1930

Received \$12.50 in payment of tax now due on within instrument.

Arthur L. Atkinson  
Recording Officer, Erie Co  
per J.H.P.

Recorded and Examined

Feb 6, 1930 at 3:01 P.M.

Dep Clerk

M.E.G.

MORTGAGE

THIS MORTGAGE made the first day of February, Nineteen hundred and thirty.

BETWEEN TWILUS DAVIS and ROSA DAVIS his wife of the City of Buffalo, County

of Erie and State of New York the mortgagors and SAM DONAH and SAMUEL B. DARLICH both of the City of Buffalo, County of Erie and State of New York, the mortgagees.

- (1) 2431-10 - Ass'd to John B. Darlich - 1/2 Int
- (2) 2431-431 - Ass'd to John B. Darlich 1/4 Int.
- (3) 2441-90 - Ass'd to Alex Switzer (Partial) \$6,634.00
- (4) 2593-350 - Ass'd to Imelda Munch (Partial Int of Alex Switzer)
- (5) 3014-87 Ass'd to Pauline Moran (Partial Int. of Sam Moran) 1/4 Int.
- (6) 3012-403 Ass'd to Alex Switzer (Partial Int.)
- (7) 3148-591 Ass'd to Samuel B. Darlich (Int. of Pauline Moran 1/4 Int.)
- (8) 3173-519 Ass'd to Samuel B. Darlich (Int. of Alex Switzer)

WITNESSETH, that to secure the payments of an indebtedness in the sum of thirty

four thousand two hundred fifty dollars (\$4,250.00) lawful money of the United States to be

paid five hundred dollars (\$500.00) or more on the principal every three months, together

with interest at 6% payable quarterly. The balance remaining unpaid, shall become wholly due

and payable seven years from the date hereof according to a certain bond or obligation

bearing even date herewith the mortgage or hereby mortgage to the mortgagee.

ALL THAT TRACT OR PARCEL OF LAND situated in the city of Buffalo, County of Erie

and State of New York, bounded and described as follows:

BEGINNING at a point in the westerly line of Hickory Street distant eighty seven (87) feet northerly from the intersection of the westerly line of Hickory Street with the northerly line of Clinton Street, thence westerly at right angles to Hickory Street one hundred twenty eight and seventy five hundredths feet (128.75) to Tylvan Alley; thence northerly along said alley forty four (44) feet; thence easterly on a line drawn at right angles to Hickory Street one hundred twenty eight and seventy five hundredths (128.75) feet to Hickory Street; thence southerly along the westerly line of Hickory Street forty four (44) feet to the place of beginning.

Dis 3265-173 May 14, 1943.

THIS MORTGAGE is given in consideration of part of the purchase price.

IT IS UNDERSTOOD AND AGREED that when as and if the mortgagors or their assigns shall cause the payments to be made pursuant to the terms of this mortgage, then, and in that event, the mortgagees agree to apply such payments of principal and interest in reduction of two certain mortgages given by the mortgagors herein to the IRIS AMERICAN SAVINGS and LOAN ASSOCIATION recorded of even date herewith which mortgages aggregate four thousand (\$4000.00) dollars in amount and the balance remaining shall be applied in reduction of this mortgage.

AND the mortgagors TWILUS DAVIS and ROSA DAVIS his wife covenant with the mortgagee as follows:

FIRST, That the mortgagors will pay the indebtedness as hereinbefore provided.

SECOND; That the mortgagors will keep the buildings on the premises insured against loss by fire for the benefit of the mortgagee.

MORTGAGE  
Recorded by M.H.G.  
Compared by M.H.G.  
(2226)

THIRD: That no building on the premises shall be removed or demolished without the written consent of the mortgagee.

FOURTH: That the whole of said principal sum shall become due after default in the payment of any installment of principal or of interest <sup>or both</sup> for thirty days or after default in the payment of any tax, water rate or assessment for fifteen days after notice and demand.

FIFTH: That the holder of this mortgage in any action to foreclose it shall be entitled to the appointment of a receiver immediately upon the filing of a Lis Pendens without notice to the mortgagor or mortgagors or their assigns and without regard to the solvency of the mortgagor or the mortgagors or their assigns and without further regard to the value of the premises. Upon the filing of said Lis Pendens in any action to foreclose this mortgage the mortgagee or his assigns shall be immediately entitled to the rentals or possession of the premises either or both of which shall be deemed paid and shall apply to the reduction of this mortgage.

SIXTH: That the mortgagors will pay all taxes, assessments or water rates and in default thereof the mortgagee may pay the same.

SEVENTH: That the mortgagors within ten days upon request in person or within ten days upon request by mail will furnish a statement of the amount due on this mortgage.

EIGHTH: That notice and demand or request may be in writing or in person but when in writing, the mailing thereof to the last known address of the mortgagor or his assigns shall be deemed sufficient.

NINTH: That the mortgagors warrant the title to the premises.

TENTH: That the mortgagee or his assigns shall have the right, option and privilege of paying any installment of principal or interest or both on any prior encumbrances or of paying any taxes or assessments, local or otherwise and if any one or all of such said items or liens shall have become due and upon payment of any one or all of said items or liens by the mortgagee or his assigns said mortgagee or his assigns shall be entitled to declare the principal sum remaining unpaid upon this mortgage wholly due and payable without any notice to the mortgagor or his assigns and said mortgagee or his assigns shall thereby become empowered to immediately institute an action to foreclose this mortgage.

IN WITNESS WHEREOF this mortgage has been duly executed by the mortgagors.

In Presence of  
Witness to mark

C. H. Shean

Twilus Davis L. S.  
Rosa X Davis L. S.  
Her Mark

State of New York  
County of Erie ss  
City of Buffalo

On this fourth day of February, nineteen hundred and thirty before me, the subscriber personally appeared TWILUS DAVIS and ROSA DAVIS, his wife to me personally known and known to me to be the same persons described in and who executed the within instrument and they duly and severally acknowledged to me that they executed the same.

C. H. Shean  
Comm of Deeds, Buffalo, N.Y

Ser No Y 7429 Feb 7, 1930

Received \$171.00 in payment of tax now due on within instrument.

Arthur R. Atkinson  
Recording Officer, Erie Co  
per J.E.K.

Recorded and Examined  
Feb. 7, 1930 at 4:51 P.M.

*[Signature]*  
Dep Clerk

41899