Date. This indenture made and executed this eighth day of May A.D. nineteen hundred by
Parties and between Enoch St. Clair and Harriet C. St. Clair his wife of the county of
Douglas, and State of Kansas, party of the first part, and The Union Central Life
Insurance Company, of Cincinnati, State of Ohio, party of the second part:
Witnesseth, that the said first party for and in consideration of the sum of Nine
Consideration hundred ($900.) Dollars, paid by the said second party, the receipt of which is hereby
acknowledged, mortgage and warrant unto the said second party, its successors
and assigns, forever, the certain tract or parcel of real estate, situated in the County
of Douglas and State of Kansas, described as follows, to-wit: Lots numbered
Three (3) four (4) and five (5) in Section Three (3) Township Twelve (12) Range nineteen
(19) East of the Sixth Principal Meridian, less the following: beginning at the
southwest corner of the south east quarter (1/4) of section 3, Township 12, Range 19,
thence east along the south line of said section 3, 104 rods, thence North 20½ rods,
Description. thence west 32 rods more or less to the south bank of the Kansas river, thence
in a southwesterly direction following the meanderings of the River to a
point where it intersects the west line of the south east quarter (1/4) of said
Section 3, thence south 9 rods more or less to the place of beginning; 8.67 acres
more or less. Said lots 3, 4 and 5 embrace all of the southeast quarter (1/4) of
section Three (3), lying south and east of the Kansas River and containing,
Debt. less said exception, fifty five (55) acres. To secure the payment of a debt
evidenced by certain promissory notes of even date herewith signed by Enoch St.
Clair and Harriet C. St. Clair of said first party, and payable to the said second
Notes. party, more fully described, as follows: One principal note for the sum of Nine
hundred dollars, (and being for the principal sum loaned,) payable ten years
after date (or in partial payments prior to maturity, in accordance with the
stipulation therein) with interest at the rate therein specified and evidenced by
Covenants. coupon notes. The said first party hereby covenant and agree with the said second
Taxes. party, its successors and assigns, as follows: First.- To pay all taxes assess-
ments and charges of every character which are now, or which hereafter may
become liens on said real estate; also all taxes assessed in Kansas against
said second party, on this mortgage or debt secured hereby, and to deliver to the
said second party at its office, in Cincinnati Ohio, receipts of the proper officer
for the payment thereof; and if not paid, that the holder of this mortgage may
pay such taxes, liens or assessments, (of which payment, amount and validity
thereof, the receipt of the proper officer shall be conclusive evidence), and be
entitled to interest on the same at the rate of ten per cent. per annum, and this
Waste. mortgage shall stand as security therefor. Second. To keep all buildings, fences
and other improvements on said real estate in as good repair and condition
as the same are, in at this date, and shall permit no waste, and especially
no cutting of timber except for making and repairing of fences on the
place, and such as shall be necessary for firewood for the use of the grantor's
Fire Insurance family. Third. To keep, at the option of said second party, the buildings on said
premises insured in some joint stock fire insurance company, approved by the
said second party for the insurable value thereof, with said second party's usual form
of assignment attached, making said insurance payable in case of loss to the
said second party or assigns, and deliver the policy and renewal receipts to said
second party. In case of failure to keep said buildings so insured, and to deliver
the policy or renewal receipts, as agreed, the holder of this mortgage may effect