This Indenture, Made this First day of August A.D. 1907 by and between Carrie Hornaday and J. T. Hornaday Husband and wife of Lawrence County of Douglas . and State of Kansas, party of the first part, the The Atlas Building and Loan Association of Lawrence, Kansas, party of the second part,

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Witnesseth, That the party of the first part, in consideration of the sum of Eighteen Hundred Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do Grant', Bargain, Sell and Convey unto the party of the second part, its successors and legal representatives, the following described real estate situated in the County of Douglas and State of Kansas, to-wit: Lot One Hundred & Twenty Eight (128) Ohio Street Lawrence, Kansas. To Have And To Hold The Same together with all and singular the tenements; hereditaments and appurtenances thereunto belonging.

The party of the first part covenants and agrees that at the delivery hereof they are the lawful owners of said premises and seized of a good and indeg feasible estate of inheritance therein free and clear of all incumberances, and will warrant and defend the same in the quiet and peaceable possession Wof the party of the second part, its successors and legal representatives. forever. This Grant is intended as a mortgage to secure the payment of Eighteen Hundred Dollars according to the terms of a certain promissory note for said sum, of even date herewith, executed and delivered by the part of the A first part, and payable to the party of the second part at its office in Lawrence, Kansas, in monthly installments according to the terms of said note and the rules and By-Laws of the party of the second part.

The partylof the first part covenants and agrees to pay all the taxes and assessments levied upon and assessed against said premises when due and payable; to pay all premiums for the amount of insurance herein specified; and if not so paid, the party of the second part may pay said taxes and insurance premiums, and the amount so paid shall be a lien upon said premises, be \mathbb{J} secured by this mortgage and be collected in the same manner as the principal debt hereby secured, together with interest at the rate of ten per cent. per annum until paid.

The party of the first part further covenants and agrees to keep the buildings fences and other improvements now upon, or which may be placed upon said premises, in good repair and condition; and to procure, maintain and deliver to the party of the second part, as additional and collateral security, policies of insurance against loss and damage by fire, tornadoes, cyclones and windstormes to the amount of not less than Two Thousand Dollars, loss, if any, payable to the party of the second part as its interests may appear and if additional insurance be procured thereon, and the policies therefor shal not be made in terms payable as herein specified, the company placing such additional insurance shall nevertheless make contribution in case of loss to the same extent as it would be required to do if said policies had been so made payable and delivered to the party of the second part as additional