

*The following is endorsed on the original instrument
 Given All Men by the Parents, I, F. M. Perkins does hereby acknowledged of
 signers of the debt secured by the foregoing mortgage, and withholds the Register
 of Deeds of the County of Douglas, in Kansas, to discharge the same record.
 F. M. Perkins*

*Recorded Nov 25 1910
 F. M. Perkins
 Register of Deeds*

This Indenture, Made this First day of August A. D. 1907 by and between William O. Toms and Dessie E. Toms husband and wife of Lawrence County of Douglas, and State of Kansas, party of the first part, and F. M. Perkins party of the second part. Witnesseth: That the parties of the first part, in consideration of the sum Six 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, his heirs, executors, administrators or assigns, the following described real estate situated in the County of Douglas and State of Kansas, to-wit: Beginning at a point Sixty-two (62) ft. East of the South West corner of Lot One Hundred Forty-two (142) in Addition No. Two (2) to North Lawrence; Thence North Two Hundred Seventy-eight (278) ft; thence East Fifty (50) ft; thence South Two Hundred Seventy-eight (278) ft. thence West Fifty (50) ft. to point of beginning, said tract being a portion of Lot One Hundred Forty-two, in Addition No. Two (2), North Lawrence.

TO HAVE AND TO HOLD THE SAME together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging.

The parties of the first part covenant and agree that at the delivery hereof they are the lawful owners of said premises and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and will warrant and defend the same in the quiet and peaceable possession of the party of the second part, his heirs, executors, administrators and assigns forever. This Grant is intended as a mortgage to secure the payment of Six Hundred Dollars according to the terms of a certain promissory note and a certain indenture of even date herewith, made by the parties of the first part to the party of the second part, and particularly defining and setting forth the terms and the manner of payment, which said note and indenture are here referred to and made a part of this contract the same as though here written out in full. The parties of the first part covenant and agree to pay all the taxes and assessments levied upon and assessed against said premises when due and payable; to pay all the 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, and be secured by this mortgage and 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 parties of the first part further covenant and agree 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 windstorm to the amount of not less than Six Hundred Dollars, loss, if any payable to the party of the second part or his assigns, as his interests may appear;