

(The following is evidence on the original instrument.)

Recorded January 19, 1912
in the County of Douglas
for the sum of \$1000.
J. W. Junkins
Agreement No. 47-438 J. P. Whipple
Attala Co., Miss.

THIS INDENTURE, Made this First day of September A. D. 1909 by and between J. W. Junkins and Jennie Junkins Husband and wife, of Lawrence, County of Douglas and State of Kansas parties of the first part, and F.M. Perkins party of the second part. WITNESSETH: That the part of the first part in consideration of the sum of Two Thousand 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 said 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: Lot (I46) one hundred forty six Louisiana Street City of 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 or assigns forever. THIS GRANT is intended as a mortgage to secure the payment of Two Thousand Dollars according to the terms of a certain promissory note and a certain indenture of even date herewith made by the party 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 party of the first part covenants and agrees to pay all the taxes and assessments levied upon or 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, 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 party of the first part further covenants and agrees to keep the buildings and 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 windstorms to the amount of not less than Two Thousand Dollars loss if any payable to the party of the second part or his assigns, as his interest may appear; and if additional insurance be procured thereon, and the policies therefor shall 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