

payment of One thousand Dollars according to the terms of a certain promissory note. The party of 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, and be secured by this mortgage and collected in the same manner as the principal debt hereby secured, together with ~~XXX~~ 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 windstorms to the amount of not less than _____ 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 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 and collateral security for the payment of said debt. The party of the first part further agree that if default be made for the space of three months in the payment of any sum covenanted to be paid in said promissory note or in paying the taxes or insurance premiums herein covenanted to be paid; or in case of the breach of any covenant in said promissory note or said indenture or herein contained; or if said premises become unoccupied and vacant for the space of three months; or strip and waste be committed; all sums hereby secured shall, at the option of the party of the second part, or his assigns, at once become due and payable and bear interest at the rate of ten per cent per annum until paid, and the party of the second part shall have the right to foreclose this mortgage according to law, and to have a Receiver appointed to take charge of, care for and rent said premises, and out of the rents, issues and profits derived therefrom to pay the cost of repairs, taxes and insurance premiums; and the residue, if any there be, after paying said Receiver a reasonable compensation for his services, shall be applied upon the debt hereby secured. The party of the first part further agrees that the fees for continuing the abstract of title of said premises to the date of filing foreclosure action, shall be included in any judgment and decree of foreclosure hereunder. The party of the first part, for said consideration, hereby expressly waives appraisement of said real estate, and all the benefits of the homestead exemption and stay laws of the State of Kansas. The foregoing conditions being performed, this conveyance shall be void and the mortgage discharged, otherwise to remain in full force and effect.

In Witness Whereof, the parties of the first part have hereunto subscribed their names and affixed their seals the day and year first above written.

John T. Constant

John T. Constant
Emma S. Constant

(over)

Dec. 2 1861. 10. 6. From Al. M. W. to Geo. Perkins. Asks Geo. Perkins does truly acknowledge full payment of the debt secured by the foregoing mortgage. Wishing satisfaction of both parties & doing so in the State of Kansas, to discharge the same & acquit.

Al. M. Perkins

Recorded
Fred L. Lawrence
Dec. 6. 1861. 10. 6.