

identical persons described in and who executed the foregoing mortgage and acknowledged the execution of the same to be their voluntary act and deed. In Witness Whereof I have hereunto subscribed my name and affixed my official seal at Lawrence, Kansas, the day and year last above written. My commission expires January 31st. 1916. (SEAL) F. Henry Perkins, Notary Public.

RECORDED MAY 11, 1912 AT 9.00 A.M.

Walter L. Lawrence
Register of Deeds.

This Indenture, Made this First day of May A.D. 1912, by and between Florence A. Martin and Henry Martin, her husband, of Lawrence County of Douglas, and State of Kansas, parties of the first part, and F. H. Perkins party of the second part,

Witnesseth, That the parties of the first part, in consideration of the sum of Fifteen hundred (\$1500.00) 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: Lot Twelve (12) in Block Thirty One (31) Quivera Place an Addition to Lawrence, Douglas Co., Kansas. To have and to hold the same together with all and singular the tenements, hereditaments and appurtenances thereto 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, administrator or assigns forever. This Grant is intended as a mortgage to secure the payment of Fifteen Hundred 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 herewritten out in full.

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 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 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

The following is endorsed on the original instrument.

I was at New York when present, checked do hereby acknowledge full payment