This Indenture, made this First day of July A.D. 1912 by and between J. E. Shuck and Rose E. Shuck, his wife, of Lawrence, County of Douglas, and State of kanacs, parties of the first part, and F. N. Perkins party of the second part, Witnesseth, That the parties of the first part, in coonsideration of the sum of Three Hundred (\$300.00) 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: Lots Twenty (20) and Twenty one (21) in Block Forty seven (47) in Olmsteads Addition to the City of Lawrence, Douglas Co., Kensas, To have and to hold the same together with all and singular the tenements, hereditements and eppurtemences thereunto belonging. The parties of the first part covenant and syrce 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 essigns, forever. This grant is intended as a mortgage to secure the payment of Three Hundred (\$300.00) Dollars according to the terms of a certain promissory note and a certain indenture of even date herewith, made Max 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 taxes and assessments levied upon and assessed against said premises when due and payable; to pay all the premiums for the amount of insurence 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 he 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 beuildings, fences and other improvements now upon, or which may be placed upon said premises in good repair and condition; and to procure, maintain end 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 Three hundred 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 neverthe less 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 soid debt. The party of the first part further agrees that if default

624

Recorded