

Five (5) Belmont Addition to the City of Lawrence, Douglas Co., Kansas, TO HAVE AND 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 Seven Hundred (\$700.00) Dollars according to the terms of a certain promissory note and ascertain 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 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 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 Seven 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 here 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 agrees 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 said indenture, 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

(The following is inclosed as the original instrument)

Know all men by these presents, that J. M. Perkins does hereby acknowledge full payment of the debt secured by the foregoing mortgage and authority, the Register of Deeds of Douglas Co., in relation to the same, to be duly recorded.

Recorded - Jan 8 - 1914

By J. M. Perkins  
Notary of Deeds  
No. 6. 1037 of 1914

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