324 Mortgage Record. Fannary A. D. 1913, by and between vis Indenture, Made this 2nd day of. meadows, his wife Douglas and State of Kausas, part. County m. narty of the second part Perkins of the first part, and WITNESSETH: That the partfus ... of the first part, in consideration of the sum of Three Thousand Sell and Convey unto the party of the second part, his heirs, executors, administrators on assigns, the following described real estate sit-week in the County of Dowelas and States (Kansas, to with the East Forty (160) ft of the Mearth Out Jundrud (100) ft, of Lot Our (11) of Black Foury (4) of Balcocki Old tion to the City of Lawrency Dougles C TO HAVE AND TO HOLD THE SAME together with all and singular the tenements, hereditaments and appurtenances thereunto be The parking of the first part covenant and agree that at the delivery hereof they are the lawful where so is a good and indefeasible estate of inheritance therein free and lear of all incumbrances, and will longing 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 Three 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. Dollars indenture are nere referred to and made a part of this contract the same as mough nere written 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 part may pay said taxes and montance premiums, and the another or part and be a new problem and premium and premium and the according of 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 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 ppeure, maintain and deliver to the party of the second part, as addi-tional and collateral security, publics of insurance arginst loss and mange by fire, tornadoes, evelones and windstorms to the amount of not less than loss, if any, payable to the party of the second part on his assigns, as his interest may appear; and if additional insurance be procured there on, and the nolicies therefor shall not he made in terms navable as herein sneeified, the commany placing such additional insurance between a shall be additional insurance between additional insurance between additional insurance between additional insurance between a shall be additional insurance between a shall be additional insurance between additional insurance additional insurance between additional insurance between additional insurance additionad insurance additional insu 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 there on, 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 dif said policies had been so made pay-able 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 va-eant 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 shall have the right to forcelose this mortigage according to law, and to have a Receiver appointed to take charge of, care for and rent said premises, and out of the rents, issue the profits derived thereform to pay the cost of repairs, taxes and insurance premium; and the residue, if any there be, after paying said Receiver a reasonable compensation for his services, shall be applied upon the debt hereby se-cured. eured. The party of the first part further agrees that the fees for continuing the abstract of title of said premises to the date of fling forcelos-ure action, shall be included in any judgment and decree of forcelosure 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 part is of the first part ha . .... hereunto subscribed their and effect. seal the day and year first above written. their 379 Ethel measons! ale STATE OF KANSAS, County of Douglas 185. BE IT REMEMBRED, That on this 20th day of Jan before the a motary Public within and C. M. Meadows and Eather Meadow his wife A. D. 191.3 23 within and for said County and State, came Brok INUMINESS WHEREOF, I have hereunto subscribed my name and affixed my official scal at Saurence ., Kansas, the day and year last above written. el- 11 - 1915 2 My commission expires E. Q Perkins Notary Public. A. D. 19/3, at 2 00 o'clock PM. meh This instrument was filed for record on the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_ Floyd L Lewrence Register of Deeds G Deputy