

Mortgage Record.

by and between

Kansas, part.

of the second part.
of the sum ofto Grant, Bargain,
and Convey unto the party of the second part, his heirs, executors, administrators or assigns, the following described real estate sit-

Four (4)
East 1/4
of the beginning

thereunto be-

the lawful

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

the payment of

Dollars

ty of the first part

which said note and

against said premises

party of the second

be secured by this

of ten per cent. per

annum until paid.

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 addi-

tional and collateral security, policies of insurance against loss and damage by fire, tornadoes, cyclones and windstorms to the amount of

not less than

Dollars,

he procured there-

mal insurance shall

be secured by this

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 addi-

tional 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 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 do if 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-

cant 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, issue the 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 se-

cured.

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 foreclos-

ure action, shall be included in any judgment and decree of foreclosure hereunder.

The party of the first part, for said consideration, hereby expressly waives appraisalment 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 party of the first part has hereunto subscribed their names and affixed

their seals the day and year first above written.

Chas Trine
Lottie Trine

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 7th day of April A. D. 1913,

before me, a Notary Public within and for said County and State, came

Chas Trine and Lottie Trine, husband and wife

to me personally known to be the identical person described in and who executed the foregoing mortgage, and acknowledged the execu-

tion 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 Feb 11th 1915

E O Perkins
Notary Public.

This instrument was filed for record on the 25 day of June A. D. 1913, at 11:57 o'clock A. M.

Floyd L Lawrence
Register of Deeds.

By Deputy.

Notary Public.

a.

ck. M.

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gister of Deeds.

Deputy.

For Release See Book 62 Page 183-