

Mortgage Record.

91.2, by and between

of Kansas, parties
party of the second part.
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scribed real estate sit-Twenty-four
Twenty
(40)

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Dollars
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the party of the second
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date of filing foreclos-

all the benefits of the

to remain in full force

names and affixed

their

seal

A. D. 1913,

County and State, came

knowledgeed the execu-

seal at

Notary Public.

'clock A. M.

Register of Deeds.

Deputy.

This Indenture, Made this

1st

day of November

A. D. 1913, by and between

of C. F. Caldwell & Hattie N. Caldwell his wife
County of Douglas and State of Kansas, parties
of the first part, and J. M. Perkins party of the second part.WITNESSETH: That the part us of the first part, in consideration of the sum of
Three Hundred Fifty
Dollars, to us duly paid, the receipt of which is hereby acknowledged, to us 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 sit-
uated in the County of Douglas and State of Kansas, to wit:Lot One Hundred Nineteen (119) in Block Thirty-three (33) in
West Lawrence, Douglas County, KansasTO HAVE AND TO HOLD THE SAME together with all and singular the tenements, hereditaments and appurtenances thereunto be-
longing.The part us of the first part covenant, and agree, that at the delivery hereof, they are the lawful
owner, 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
Three Hundred Fifty 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.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 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 Five 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 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 part us of the first part have hereunto subscribed their names and affixed
their seal, the day and year first above written.C. F. CaldwellHattie N. Caldwell

STATE OF KANSAS,

County of Douglas } ss.

BE IT REMEMBERED, That on this

Ninth

day of

December

A. D. 1913

before me a Notary Public within and for said County and State, came
C. F. Caldwell & Hattie N. Caldwell his wifeto 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 September 26, 1917Chas. F. Caldwell

Notary Public.

This instrument was filed for record on the 17th day of Dec, A. D. 1913 at 921 o'clock A. M.Floyd L. Lawrence

Register of Deeds.

Geo. B. Metzger

Deputy.

For Release See Book 57, Page 525