360 Mortgage Record. This Indenture, Made this. And the day of november A. D. 1914, by and between Frank A. Cenner & Leila C, Cenner and State of Kansas, partile. of Laurence F. M. Perkins party of the second part of the first part, and WITNESSETII: That the partice of the first part, in consideration of the sum of Fine hundredduly paid, the receipt of which is hereby acknowledged, ha._____sold and by these presents do Grant, Bargain, Dollars Sell and Convey unto the party of the second part, his heirs, executors, administrators or assigns, the following described real estate sit-Quel uated in the County of Douglas and State of Kansas, to wit: Four (24) ou loom A. City & Lawrence, 11 m 6 TO HAVE AND TO HOLD THE SAME together with all and singular the tenements, hereditangents and appurtenances thereunto beting. The part is of the first part covenant and agree that at the delivery hereof they are the lawful prension said premises and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and will longing. ownerS. 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 Five hundred 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 according to the terms of a certain promisely new and a certain ancentre of even interview, make 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. Internuter are nere reterren to ann made a part of this contact for same as mough nere written out in this. 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 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 cellated second part, as adding to the second part, as adding to the second part, as adding the second part, and the second part of the se 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 povenanted 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-Farme Buch cant for the space of three nonths; 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 coper Marte second part shall have the right to forcedose this more gas encoding to law, and to have a fleeeiver 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 premiums; and the residue, if any there has after paying said Receiver as desired thereform to for his services, shall be applied upon the debt hereby seeured 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 filing 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 tax laws of the State of Kansas. The forcegoing conditions being performed, this conveyance shall be void and the mortgage discharged, otherwise to remain in full force and effect IN WITNYSS WHEREOF, the part Aldof the first part ha up hereunto subscribed then have & and affixed their. seal S the day and year first above written. Frank H. Penner Cil b. Penner STATE OF KANSAS County of ... november BE IT REMEMBERED, That on th A. D. 191.4 my C within and for said County and State, came Rauk H. Cenner 20 Leila C. Cenner 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 the way wountary act and deed. IN WITCHESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at.... J. Kansas, the day and year last above written. My commission expires..... J. Henry Pulling Nov, A. D. 19/4, at DI o'clock A.M. Floya L. Lawrence By Sec. 6. Metzel Dep This instrument was filed for record on the 30th day of Deputy.