367 Mortgage Record. This Indenture Made this 1st day of Constant & Commen S. Constant file we 91.5..., by and between day of april A. D. 191 5, by and between 00f Saurence County of Dor irst part, and F. M. Perkins Dou of Kansas, part , and State of Kansas, part..... rty of the second part. of the first part, and party of the second part. deration of the sum of WITNESSETH: That the particle of the first part, in consideration of the sum of One Thousand _ Dollars, to them duly paid, the receipt of which is hereby acknowledged, has sold and by these presents do Grant, Bargain, nts do Grant, Bargain, scribed real estate sit-Sell and Convey unto the party of the second part, his heirs, executors, administrators or assigns, the following described real estate sitefin the Conver of Douglas and State of Kansas to vo: Sets Phile (3) First (5) (3) Server (7) on Vermont Street in the leit, Lawrines, Douglas 6, Kans, + sile & TO. e autor TO HAVE AND TO HOLD THE SAME together with all and singular the tenements, hereditaments and appurtenances thercunto beenances thereunto belonging. The part W of the first part covenant and agree. that at the delivery hereof. They and the lawful owner 3 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, excentors, administrators .the lawful cumbrances, and will cutors, administrators or assigns forever. ure the payment of THIS GRANT is intended as a mortgage to secure the payment of One Thousand - DollarsDollars 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 arty of the first part which said note and all men & against said premises when due and payable; to pay all the premiums for the mount of instrance berein specificd; 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 he party of the second ad be secured by this of ten per cent. per r. Sent 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 w upon, or which may second part, as addims to the amount of Dollars, it 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 nce be procured there--192.3 tional insurance shall coda . Willman ad been so made pay-Recorded March 22 f any sum covenanted to be paid; or in case of the breach of any covenant in said promissory note or said intenture or herein contained; or if said premises become unoccupied and va-cant for the space of three months; or strip and wasto be committed; all sums hereby secured shall, at the option of the party of the second te unoccupied and vae party of the second can tor the space of the monus; or strip and waste be commuted; an same network secure same, 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 unit paid, and the party of the second part shall have the right to forcelose this mortgage according to law, and to have a flexiver appointed to take charge of, care for and rent said premises, and out of the rent, issue the profils 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-, and the party of the e charge of, care for nance premiums; and on the debt hereby secured. 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-tre action, shall be included in any judgment and decree of foreclosure hereunder. The party of the irst 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 Kanasa. The foregoing conditions being performed, this conveyance shall be void and the mortgage discharged, otherwise to remain in full force and offert cured. date of filing forcelosall the benefits of the to remain in full force and effect. IN WINNESS WHEREOF, the part is of the first part have hereunto subscribed their name & and affixed name .- and affixed their seals the day and year first above written. Emma & Constant STATE OF KANSAS. County of Dou april 22 A. D. 1915 DE IT REMEMBERENT, That og this 22 day of 9 Totary Cublic Governa & Constant A. D. 191.5.,within and for said County and State, came 6,9. inty and State, came tome personally known to be the identical person. described in and who executed the foregoing mortgage, and acknowledged the execution of the same to be the the intervention of the same to be the the intervention of the same to be the transmission of the transmission of the transmission of the same to be the transmission of nowledged the execu-IN WITNES WHEREOF, I have hereunto subscribed my name and affixed my official seal at seal at..... My commission expires September 26-1917 Chast Ochile Notary Public. Notary Public. This instrument was filed for record on the 26th day of april A. D. 19/5, at 942 o'clock AM. lock Q.M. Geo C. Net Register of Deeds. Register of Deeds.Deputy.Deputy. CUN GOARD HALLAND