368 Mortgage Record. day of april A. D. 1910, by and between This Indenture, Made this. Martin L. Long " Sallie Offi and State of Kansas, part..... of Lawrence of Perking ditthe first part and WITNESSET'IN : That the particle of the first part, in consideration of the sum of Eight hundred Tollars, tathen duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do Grant, Bargain, Sell and Convey unto the party of the second part, his heirs, exceutors, administrators or assigns, the following described real estate sit-TO HAVE AND TO HOLD THE SAME together with all and singular the tenements, hereditaments and appurtenances thereunto be longing. or assigns forever THIS GRANT is intended as a mortgage to secure the payment of to the party of the second part, and particularly defining and solting forth the terms and the manner of payment, which said note said <u>international</u> for the second part, and particularly defining and solting forth the terms and the manner of payment, which said note said <u>international</u> for the 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 traxes and assessments levied upon and assessed against said premises when due and payable; to pay all the premiums for the amount of insurance herein specifici; and if not so paid, the party of the second part may pay said taxes and insurance premiums, and the amount os paid shall be a lien upon said premises, and be secured by this murtgage 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 ...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 thereon, 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 payable 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 an interface of the breach of any covenant in said promissory note an interface or in paying the taxes or insurance premiums herein covenantied to be paid; or in case of the breach of any covenant in said promissory note an interface or interface or beneficient to be paid or in the payment of any sum covenant and vacant 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 forcelose 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 requires, taxes and insurance premiums; and the residue, If any there he, after paying sidd Receiver a reasonable compensation for his services, shall be applied upon the debt hereby secured. 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 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 WIIEREOF, the part les of the first part have hereunto subscribed their Martin L. Long Sallie D. Long their seal 3 the day and year first above written. STATE OF KANSAS Douglas County of. BE IT REMEMBERED, That on this. A. D. 1915 within and for said 'County and State, came before me. Sallie toule and) B. Long to me personally known to be the identical person _____described in and who excented the foregoing mortgage, and acknowledged the excention of the same to be theirvoluntary act and deed. IN WERENERS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Lawrence , Kansas, the day and year last above written. 26-1917 My commission expires..... Dehrle Chart, Notary Public. may This instrument was filed for record on theday of A. D. 1915 . at. o'clock A.M. awrence Register of Deeds.Deputy.

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