This Indenture, Made this 15th day of July A. D. 1915, by and between Millians and Mellie Williams, him in ge
of Love Star County of Douglas , and State of Kansas, part
of the first part, and G. M. Yerkere party of the second p WITNESSETII: That the partitle of the first part, in consideration of the sun
On thousand
Dollars, to Allerduly paid, the receipt of which is hereby acknowledged, hand sold and by these presents do Grant, Barg Sell and Convey unto the party of the second part, his heirs, executors, administrators or assigns, the following described real estate
uated in the County of Douglas and State of Kansas, to wit
M. E. corner 956 14-1-14-18, M. Harols, B. Idrods, E. Horods, M. 12 ross
TO HAVE AND TO HOLD THE SAME together with all and singular the tenements, hereditaments and appurtenances thereunto longing. The patiello. of the first part covenant
owner S. of said premises and seized of a good and indefeasible estate of inheritance therein free and clear of all incumbrances, and warrant and defend the same in the quiet and peaceable possession of the party of the second part, his heirs, executors, administrat
or assigns forever. THIS GRANT is intended as a mortgage to secure the payment
Doll according to the terms of a certain promissory note and a certain indenture of even date herewith, made by the party of the first p
to the party of the second part; and particularly defining and setting forth the terms and the manner of payment, which said note a 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 premi 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 sec
part may pay said taxes and insurance premiums, and the amount so paid shall be a lien upon said premises, and be secured by t mortgage and collected in the same manner as the principal debt hereby secured, together with interest at the rate of ten per cent.
nnum until paid.
The party of the first part further covenants and agrees to keep the buildings, fences and other improvements now upon, or which me placed upon said premises, in good repair and condition; and to procure, maintain and deliver to the party of the second part, as additional and collateral security, policies of insurance against loss and damage by fire, tornadoes, cyclones and windstorms to the amount
tional and constern security, ponenes of insurance against loss and damage by are, tornances, cyclones and windstorms to the amount not less than
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 the
nevertheless make contribution in ease of loss to the same extent as it would be required to do if said policies had been so made p
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 covenant
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 co of the breach of any covenant in said promissory note or said indenture or herein contained; or if said premises become unoccupied and
ant 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 seco 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 t
second part shall have the right to foreclose this mortgage according to law, and to have a Receiver appointed to take charge of, care
nd rent said premises, and out of the rents, issue the profits derived therefrom to pay the cost of repairs, taxes and insurance premiums; a he residue, if any there he, after paying said Receiver a reasonable compensation for his services, shall be applied upon the debt hereby ured.
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 forced are action, shall be included in any judgment and decree of foreclosure hereunder.
The party of the first part, for said consideration, hereby expressly waives appraisement of said real estate, and all the benefits of t connected 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 for
nd effect.
IN WITNESS WHEREOF, the part llo of the first part had hereunto subscribed. There mame S and affix full seal S the day and year first above written.
Ga, Willame
nellie Williams
STATE OF VANGAS)
ounty of Douglas ss.
BE IT REMEMBERED, That on this day of fully A. D. 1915
County of Douglas Sss. BE IT REMEMBERED, That on this 3rd day of July A. D. 1915 etors me, a Notary Cublic Killians, within and for said County and State, car N. A. Willians En Mellie Killians, his ways.
o me personally known to be the identical person. I described in and who executed the foregoing mortgage, and acknowledged the exec
ion of the same to be their voluntary act and deed.
IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official scal at
My commission expires. Lyst 2 C-1117
Chas G. Cehrle Notary Public.
This instrument was filed for record on the 20th day of July A. D. 19/5, at 10 o'clock A.M.
this instrument was filed for record on the 20th day of July A. D. 19/5, at 10.20 clock A.M. Playd L. Laurence
Register of Deeds.