377 Mortgage Record. This Indenture, Made this lot day of July A. D. 1914, by and between My auguste a. Hook " & S. H. Hook, her Prustand 91.J., by and between ot be first part, and Calif County of Elle Lugason party of the second part. of Kansas, partillo rty of the second part. WITNESSETH: That the part ground of the first part, in consideration of the sum of deration of the sum of One hundred Dollars, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do Grant, Bargain, ents do Grant, Bargain, Donars, 10-2012, any paid, the receipt of which is hereby acknowledged, 19.24 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, nated in the County of Douglas and State of Kansas, to wit: By, at a period grant, By the Centre of the M. Willt of the S. W. Grant grant of Suce, No. 29-12 S. of Canyo No. 20 E. of the lith C.M. 22. N. Coff. 24. N. 150 ft. D. E. Co ft., 32. 31.50 ft. Beller flow, of Sugarsing escribed real estate sita portion of G1 Ella 6 TO HAVE AND TO HOLD THE SAME together with all and singular the tenements, hereditaments and appurtenances thereunto beenances thereunto belonging. The partum 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 ... the lawful neumbrances, and will eutors, administrators ure the payment of THIS GRANT is intended as a mortgage to secure the payment of One 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 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. party of the first part mid-note 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 against said premises he party of the second nd 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 e 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 frequency for the second part. w upon, or which may e second part, as addirms to the amount ofDollars, not less than <u>ww</u> mutues. 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 evenented 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-ent for the space of three months: or attin and waste be committed: all sume herein second shall the online of the next of the even ance be procured there tional insurance shall ad been so made payof any sum covenanted to be paid; or in case ne unoccupied and vaof the breach of any covenant in said promissory note or said indenture or herein contained; or it 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 forcelose this mortgage according to law, and to have a licevizer appointed to take charge of, care for and rent said premises, and out of the rents, issue the profils derived therefrom to pay the cost of requirs, taxes and insurance premiums; and the residue, if any there be, after paying said Receiver a reasonable compensation for bis services, shall be applied upon the debt hereby se-erred. he party of the second d, and the party of the ke charge of, care for urance premiums; and on the debt hereby sethe residue, if any there be, after paying said neceiver a reasonable complement of the of said premises to the date of filing foreclos-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 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 appraisement of said real estate, and all the benefits of the homestead exemption and stay laws of the State of Knass. The foregoing conditions being performed, this conveyance shall be void and the mortgage discharged, otherwise to remain in full force and effect. date of filing foreclosall the benefits of the to remain in full force IN WITXESS WIEREOF, the part resof the first part hace hereunto subscribed their name and affixed Lawnered Deeds. name. 3 ... and affixed 2161 AND their seals the day and year first above written. Mrs. Augusta a. Hock . S. K. Hock (SEAL) Janes D. malcolm Ada shea (SEAL) STATE OF KANSAS, Caifornie County of San Diego A Recorded Mor. BE IT REMEMBERED That on this gro me, a Motary Cuble Alega: sifth A. D. 191 5day of A. D. 191 within and for said County and State, came unty and State, came before me, a Motory Dublic (within and for so mo, a within and for so mo, a stort y SK Hook , her husband v to me personally known to be the identical person. I described in and who executed the foregoing mortgage, and acknowledged the execuenowledged the execution of the same to be their voluntary act and deed. IS WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Economics, San Diego Corner Contractions, the day and year last above written. My commission expires. Curry work 22 4 1916 I seal at..... J. D. Malcalm Notary Public. e______ Notary Public. This instrument was filed for record on the 4th day of Oct, A. D. 1945, at 10 40 o'clock A.M. 'clock A.M. Ploy Lawrence By Geo, C. Wester of Deeds. Deputy. rence Register of Deeds.Deputy. Sin water and the second