380 Mortgage Record. 13 .1 of the first part, and ... Erkine dan hereby WITNESSETH: That the particle. of the first part, in consideration of the sum of he going month all Three hundred Soll and Convey unto the party of the second part, his heirs, executors, administrators or assigns, the following described real estate sit-Soll and Convey nuto the party of the entry on the entry one (23) on Locust Street in Block Let No. Jus hundred Thirty one (23) on Locust Street in Block No. Fine (5) North Lawrence, Douglar Co, Name Bee \$ TO HAVE AND TO HOLD THE SAME together with all and singular the tenements, hereditaments and appurtenances thereunto belonging. The parties of the first part ecvenant and agree that at the delivery hereof. They are the lawful ownerS.of said premises and soized of a good and indefeasible estate of inheritance therein fred 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 longing. or assigns forever. THIS GRANT is intended as a mortgage to secure the payment of Three hundred . Dollars ---of even date herewith, made by the party of the first part according to the terms of a certain promissory note 1 .1 which anil note parti-ularly-defining to the party of the second part, and . The shine 11. at 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 the party of the next part corenants and agrees to pay an the taxes had assessments core a part and is next agrees and payable; to pay all the premiums for the amount of insurance herein specified; and if not so paid, the party of the second when one may pay solid taxes and insurance premiums for the answard of maximate action terms pay and in a dots part, not 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 Re annum until paid. not less than <u>CAME 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 therefore 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 hard 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 <u>constructions</u>, or in paying the taxes or insurance particular experiment of any sum covenanted to be paid in said promissory note <u>constructions</u>, or in paying the taxes or insurance particular payment of any sum covenanted to be paid or in case</u> to be paid in said promissory note or ... denture or herein contained; or if said premises become unoccupied and vaof the breach of any covenant in said promissory note of the breach of any evenant in said promissory note zet i identified on therein containet(s) or if said premises become unoccupied and va-cant for the space of three months; or strip and waste be committed; all sums hereby scentred 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, eare for and rent said premises, and out of the rents, issue the profits derived therefrom to pay the cost of repairs, taxes and insurance premiums; and the residue, if any there he, after paying said Receiver a reasonable compensation for his services, shall be applied upon the debt hereby se-Ferne Flora De Seconded March 13. cured. 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 foreelos-ure action, shall be included in any judgment and deree of foreelosure 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 Kausas. The foregoing conditions being performed, this conveyance shall be void and the mortgage discharged, otherwise to remain in full force cured and effect. their IN WITNESS WHEREOF, the part in of the first part ha up hereunto subscribed ..... name 3 and affixed Their seal S the day and year first above written. Potor Hastie Mitnues To mark E.O. Perteine Mrs. R. H. Keylon Mary E (X) Hustie STATE OF KANSAS, County of Longlas County of the second se A. D. 1916 within and for said County and State, came to me personally known to be the identical person I described in and who executed the foregoing mortgage, and neknowledged the execution of the same to be when voluntary act and deed. IN WIPSESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at ... Kansas, the day and year last above written. dawrence\_ My commission expires ... F. Henry Cerkins Notary Publie. 6. Wetget Deputy. Bv.....

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