

## Mortgage Record.

D. 1916, by and between

of Kansas, parties  
...party of the second part.  
...consideration of the sum of

resents do Grant, Bargain,  
...described real estate sit-

(14) Range (18)  
...in Sec. 10

...covenants thereunto be-

...the lawful  
...all incumbrances, and will  
...executors, administrators

...secure the payment of

...Dollars  
...the party of the first  
...part, which said note and

...secured against said premises  
...d, the party of the second  
...and be secured by this  
...rate of ten per cent. per

...now upon, or which may  
...the second part, as addi-  
...torms to the amount of

...Dollars,  
...insurance be procured there-  
...additional insurance shall  
...has been so made pay-  
...bt.

...nt of any sum covenanted  
...to be paid; or in case  
...become unoccupied and va-  
...of the party of the second  
...paid, and the party of the  
...take charge of, care for  
...insurance premiums; and  
...upon the debt hereby se-  
...cured.

...the date of filing forelos-

...and all the benefits of the

...ise to remain in full force

...name, and affixed

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This Indenture, Made this 3rd day of January A. D. 1916, by and between  
Charles P. Kennedy and Norma M. Kennedy, his wife  
of Lawrence County of Douglas and State of Kansas, part  
of the first part, and J. M. Perkins party of the second part.

WITNESSETH: That the parties of the first part, in consideration of the sum of  
Four Thousand (\$4000.00)  
Dollars, to them 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, executors, administrators or assigns, the following described real estate sit-  
uated in the County of Douglas and State of Kansas, to wit:

Lot Two Hundred Twenty Four (224) Louisiana Street, Lawrence  
Douglas Co Kansas

TO HAVE AND TO HOLD THE SAME together with all and singular the tenements, hereditaments and appurtenances thereunto be-  
longing.

The parties 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  
or assigns forever.

THIS GRANT is intended as a mortgage to secure the payment of  
Four Thousand (\$4000.00) 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 amount of payment, which said note and  
indenture are hereunto attached and form 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  
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  
mortgage 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  
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, Four Thousand Dollars,  
insurance against loss and damage by fire, tornadoes, cyclones and windstorms to the amount of  
not less than Four Thousand 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 in paying the taxes or insurance premiums herein covenanted to be paid; or in case  
of the breach of any covenant in said promissory note or in said indenture or herein contained; or if said premises become unoccupied and vac-  
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 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 foreclose 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 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-  
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 forelos-  
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 appraisalment 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 WHEREOF, the parties of the first part have hereunto subscribed their name, and affixed  
their seal, the day and year first above written.

## STATE OF KANSAS.

County of Douglas ss.

BE IT REMEMBERED, That on this 19th day of January A. D. 1916,

before me, a Notary Public within and for said County and State, came

Charles P. Kennedy and Norma M. Kennedy, his wife

to me personally known to be the identical person described in and who executed the foregoing mortgage, and acknowledged the execu-  
tion of the same to be their voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at

Lawrence Kansas, the day and year last above written.

My commission expires Sept. 16 1917

Chas. F. Achle Notary Public.

This instrument was filed for record on the 7th day of July A. D. 1916, at 9:40 o'clock A.M.

Floyd L. Lawrence Register of Deeds.

By Deputy Deputy.

In Assignment See Book 62 Page 107  
For Release See Book 77- Page 138