

Mortgage Record.

1916, by and between
State of Kansas, part
party of the second part.
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described real estate sit-
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incumbrances, and will
executors, administrators
secure the payment of
Dollars
e party of the first part
nt, which said note and
sed against said premises
and be secured by this
rate of ten per cent. per
now upon, or which may
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torms to the amount of
Dollars,
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t of any sum covenanted
to be paid; or in case
come unoccupied and va-
f the party of the second
and, and the party of the
take charge of, care for
insurance premiums; and
upon the debt hereby se-
he date of filing foreclos-
and the benefits of the
se to remain in full force
named and affixed
is Edley
A. D. 1916,
County and State, came
acknowledged the execu-
tial seal.
Notary Public.
clock. P.M.
Lawrence
Register of Deeds.
Deputy.

The following is a copy of the original instrument
from the County of Douglas, Kansas, and is hereby acknowledged by
the parties thereto, and the same is hereby acknowledged by
the Register of Deeds of the County of Douglas, Kansas, to
be a true and correct copy of the original instrument, to
be filed in the office of the Register of Deeds of the County of Douglas,
Kansas, on the 12th day of May, 1916.

This Indenture, Made this 2nd day of September A. D. 1916, by and between
W.D. Eubanks and Mamie Eubanks, his wife
of Lawrence County of Douglas and State of Kansas, part
of the first part, and F. M. Perkins party of the second part.
WITNESSETH: That the parties of the first part, in consideration of the sum of
Three Hundred (\$300)
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 situ-
ated in the County of Douglas and State of Kansas, to wit:
Lots Five (5) and Six (6) Block Five (5) Belmont Add. to
the City of 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 part of of the first part covenant and agree that at the delivery hereof they are the lawful
owner. S 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
Three 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 are a part of this contract the same as though here written verbatim.
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, policies of insurance against loss and damage by fire, tornadoes, cyclones and windstorms to the amount of
not less than Five Hundred 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 covenanted 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-
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 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 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 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 then name S and affixed
then seal 3 the day and year first above written.
W.D. Eubanks
Mamie Eubanks
STATE OF KANSAS,
County of Douglas ss.
BE IT REMEMBERED, That on this 2nd day of October A. D. 1916,
before me, a Notary Public
W.D. Eubanks and Mamie Eubanks, his wife
to me personally known to be the identical person S described in and who executed the foregoing mortgage, and acknowledged the execu-
tion of the same to be then 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 January 3rd 1920
F. Henry Perkins
Notary Public.
This instrument was filed for record on the 14th day of Oct A. D. 1916, at 9:30 o'clock A.M.
Ray L. Lawrence
Register of Deeds.
By Sub. Nefel Deputy.