

Mortgage Record.

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A. D. 1915
County and State, came
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Notary Public.
to clock, A.M.
nce
Register of Deeds.
Deputy.

My following is a record of the original mortgage
made by Marie Cecilia Dearnay, her husband
Edwards Dearnay, to the County of Douglas,
State of Kansas, in the County of Douglas,
in the City of Lawrence, to secure the same
by record.
J. M. Perkins

This Indenture, Made this second day of October A. D. 1916, by and between
Marie Cecilia Dearnay and Edwards Dearnay, her husband
of Lawrence County of Douglas and State of Kansas, parties
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
Three hundred (\$300.00)
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 44 New York Street, Lawrence, 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
Three hundred (\$300.00) Dollars
according to the terms of a certain promissory note and 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.

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 Seven 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 thereof 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 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 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 then name and affixed
then seal, the day and year first above written.

Marie Cecilia Dearnay
Edwards Dearnay

STATE OF KANSAS,
County of Douglas ss.

BE IT REMEMBERED, That on this 28th day of October A. D. 1916,
before me, a Notary Public within and for said County and State, came
Marie Cecilia Dearnay and Edwards Dearnay, her husband
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 then voluntary act and deed.

LB

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. 26-1917

Chas. F. Ahle

Notary Public.

This instrument was filed for record on the 15 day of Nov A. D. 1916, at 9³⁰ o'clock A.M.

Rogers Lawrence
Register of Deeds.
By E. C. Hays Deputy.

Recorded
July 30, 1920
Register of Deeds
E. C. Hays