

Mortgage Record.

This Indenture Made this Second day of October A. D. 1916, by and between
Maria Cecelia Dierney and Edward Dierney, her husband
 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
Five hundred (\$500.00)
 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:
Lots 46 and 48 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
Five hundred (\$500.00) 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, particularly defining and setting forth the terms and the manner of payment, which said note and
 indenture are attached 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 \$1000.00 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 foreclo-
 sure 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.

Maria Cecelia Dierney
Edward Dierney

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

Maria Cecelia Dierney and Edward Dierney, 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 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 26-1917

Chas F. Oehrle
 Notary Public.

This instrument was filed for record on the 15th day of Nov. A. D. 1916, at 9:22 o'clock A.M.

Floyd L. Lawrence
 Register of Deeds.
Geo. C. H. H. H. Deputy.

The following is endorsed on the original instrument
 and all money thereon, that J. M. Perkins does hereby acknowledge
 full payment of the debt secured by the foregoing mortgage and that he
 the Register of Deeds of the County of Douglas in the State of Kansas, to which he
 the seal of record.
J. M. Perkins

RECORDED July 27th 1916
Estelle M. Perkins
 Register of Deeds