

Mortgage Record.

D. 1916., by and between

County of Kansas, part.

...party of the second part.

consideration of the sum of

presents do Grant, Bargain,

described real estate sit-

(9) all of

Lot 8 Block (11)

East 3rd West

begin in Block

a.

covenances 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

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-

ditional insurance shall

as had been so made pay-

ble.

out of any sum covenanted

to be paid; or in case

become unoccupied and va-

cant of the party of the second

part, and the party of the

take charge of, care for

insurance premiums; and

upon the debt hereby se-

the date of filing forelos-

and all the benefits of the

ise to remain in full force

name, and affixed

A. D. 1916,

County and State, came

acknowledged the execu-

cial seal at.

Notary Public.

o'clock A. M.

Register of Deeds.

Deputy.

This Indenture, Made this 2nd day of January A. D. 1917, by and between

of Leroy Brown, a widower, and State of Kansas, part of

of the first part, and F. M. Perkins party of the second part.

WITNESSETH: That the party of the first part, in consideration of the sum of

Six Hundred (\$600.00)

Dollars, to him duly paid, the receipt of which is hereby acknowledged, has 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: Lot, Eighty Nine (89), Block, Twenty

Four (24), on Arkansas Street, West Lawrence, Douglas

County, Kansas.

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

longing.

The party of the first part covenant, sell and agree that at the delivery hereof, he is 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

Six Hundred (\$600.00) Dollars

according to the terms of a certain promissory note and a certain mortgage of even date herewith, made by the party of the first part

to the party of the second part, and particularly for the purpose of securing the payment of the principal of said note and

interest thereon, and the party of the second part agrees to pay the principal of said note and interest thereon.

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 Six Hundred (\$600.00) 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 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 mortgage 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 party of the first part has hereunto subscribed his name, and affixed

his seal, the day and year first above written.

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 5th day of January A. D. 1917,

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

Leroy Brown, a widower,

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 his 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 31, 1920

This instrument was filed for record on the 9th day of January A. D. 1917, at 9 o'clock A. M.

By Eselle Perkins Register of Deeds.

Deputy.

For Assignment Section 62 Page 360