396 Mortgage Record. This Indenture, Made this __ let _____ day of Quyust _____ A. D. 1917 Franch Stuteman & Chratitutionan, hiswirfe, and John Carlion, cingles _____ of - Laurence - County of Douglas - of the first part, and - F. M. Bukine and State of Kansas, part un party of the second part. WITNESSETII: That the part us of the first part, in consideration of the sum of Eight Hundred 200 -TO HAVE AND TO HOLD THE SAME together with all and singular the tenements, hereditaments and appurtenances thereunto belonging. ionging. The part is 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 elear 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 met-of-this contract the same nothough ut in full indantu ara hera referred The party of the first part covenants and agrees to pay all the taxes and assessments levied upon and assessed against said premises The party of the first part covenants and agrees to pay an the taxes and assessments for dupon non 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 nd collected in the same manner as the principal debt hereby secured, together with interest at the rate of ten per cent. per mortgage hing until naid The party of the first part further covenants and agrees to keep the buildings, fences and other improvements now upon, or which may he 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, evelones and windstorms to the amount of not less than - Twenty Five Hundrede 100Dollars, 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 payable 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 and interface, 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 on said indenture or herein contained; or if said premises become unoccupied and vacant 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 is also in a standard or the right to forcelose this more game according to law, and to have a Receiver appointed to take charge of, care for and rent said premises, and out of the rents, issues the profits derived therefrom to pay the cost of repairs, taxes and insurance premiums; and the residue, if any there he after paying said Receiver a reasonable compensation for his services, shall be applied upon the debt hereby set eured enred. 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 appraisement 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 offect and effect The size seal 4 the day and year first above written. (Seal) Frank Stuteman (Seal) Inna Stuteman STATE OF KANSAS, County of Douglas. -day of - august -BE IT REMEMBERED, That on this - 4.Th Jean & Altutannan and Constar Stateman and State cane to me personally known to be the identical person. described in and who executed the foregoing mortgage, and acknowledged the execution 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._____ Saurence, Manue, Manas, the day and year last above written. My commission expires. Sept. 26, 1917 Chas. F. Ochale. Notary Public. This instrument was filed for record on the - 9th - day of Query at - A-D. 19.1. , at 720 o'clock P. M. Estille Monthrups. Register of Deeds.