397 Mortgage Record. 191.7..., by and between This Indenture, Made this ______ day of _____ day of _____ A. D. 191.7., by and between aller. Brut and Mary E. Brut, his wife ______ A. D. 191.7 - by and between ______ Of _____ County of ______ Souglas ______, and State of Kansas, part, is ______ of the first part, and ______ I. M. Cerking _______ party of the second part. 1, of Kansas, part ull. arty of the second part. ---- party of the second part. ideration of the sum of WITNESSETII: That the part......of the first part, in consideration of the sum of - Sour Hundred (#400.00) Dollars, to-them - duly paid, the receipt of which is hereby acknowledged, ha Ne sold and by these presents do Grant, Bargain, sents do Grant, Bargain, Sell and Convey unto the party of the second part, his heirs, exceptors, administrators or assigns, the following described real estate sit-unted in the County of Douglas and State of Kansas, to with The North One half of the South half of the north was quarter of Section minister (19), Sufe, thirteen (13) Pauge leseribed real estate sit-Court. ampshire. of the north west quarter of Section minitien (19), Super thirteen (13) Hauge minitien (19) less and except the east ten (10) acres and also the following track of land, to wit: Beginning 1200 ft South of the north last corner of the north last quarter of Dection twenty four (24) in township (13) bouth of Bauge (18) there is north (219 ft) to place south (219 ft), there each 3.59 ft there north (219 ft) to place of beginning, containing in all thirty two and \$700 (32 and \$200 deres more orlies, all in Dougles County, Nauce. duly _____day rate by A had that the same tenances thereunto bea herein rec The part inq-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 quict and peaceable possession of the party of the second part, his heirs, executors, administrators -the lawful incumbrances, and will ecutors, administrators Contra or assigns forever. cure the payment of THIS GRANT is intended as a mortgage to secure the payment of according to the terms of a certain promissory note as a certain indexture 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 indexture are here referred to and made a part of this centred the same as though here written out in full. The party of the first part does not a set of the party of the first part of the second part and part corenants and agrees to pay all the taxes and assessments leviced upon and assessed against said premises when due and payable; to pay all the premiums for the amount of insurance here in specified; and if not so paid, the party of the first part does not a 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. THIS GRANT is intended as a mortgage to secure the payment of party of the first part which and note and d against said premises the party of the second and be secured by this te 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 — Journ J. Journal and 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 anvertheless make contribution in ease of loss to the same octent as it would be required to do it said halos and have an east on the required to do it soil and is one have the same octent to a sit would be required to do it said and is a be have a cover and a star. ow upon, or which may e second part, as addi-orms to the amount of ----...Dollars, ance be procured there-litional insurance shall had been so made payon, 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 ere-aid-indianteners 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 ere-aid-indianteners bereform contained; or if said premises become unoccupied and va-eant 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 announ unit paid, and the party of the second part shall have the right to forcelose this mortgage according to law, and to have a licevitor appointed to take charge of, care for and rent said premises, and out of the rents, issue the profils 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. of Deals of any sum covenanted d to be paid; or in case me unoccupied and va-Deal E. Wellman the party of the second id, and the party of the ake charge of, care for surance premiums; and surance premiums; and on the debt hereby se-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 effect. date of filing foreclosall the benefits of the to remain in full force 241name. and affixed Alex Brent Mary E Low Brent Witness to mark F. H. Cerkius W. S. Brooke Pare nan Lan/ STATE OF KANSAS, 17 8 ____ day of September___ -A. D. 191 7 .-. ounty and State, came knowledged the execu-IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at. IN WIPNESS WHEREOF, I have hereunto subscribed by and year last above written. <u>Jawrence</u> Kansas, the day and year last above written. My commission expires <u>Jawrary</u> <u>31</u> 1920 <u>Jawrary</u> <u>Jury</u> <u>Carbuic</u> Notary Public. l seal at. R.8. le Notary Public. This instrument was filed for record on the ______ day of ______ September _____ A. D. 19.17., at ______ o'clock_a. M. Estille Northrup ______ Register of Deeda clock PM. Register of Deeds. With the state of the state of