

## Mortgage Record.

This Indenture, Made this First day of November, A. D. 1917, by and between J. L. Simmons and Margaret Simmons, his wife of Leocompton County of Douglas, and State of Kansas, part ies of the first part, and J. M. Perkins party of the second part.

WITNESSETH: That the part ies of the first part, in consideration of the sum of Four Hundred and fifty (\$450.00) them duly paid, the receipt of which is hereby acknowledged, ha... 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 situated in the County of Douglas and State of Kansas, to wit: Lots Thirty Nine (39) and Lots Forty (40) Forty One (41) and Forty Two (42), in Block Fourteen (14), also Lots One (1) Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), in Block Thirteen (13) in the City of Leocompton, Douglas County, Kansas

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

The part ies 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 the sum of Four Hundred and Fifty (\$450.00) Dollars according to the terms of a certain promissory note and other 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 additional and collateral security, policies of insurance against loss and damage by fire, tornadoes, cyclones and windstorms to the amount of not less than Four Hundred and Fifty 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 thereon, 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 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 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 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 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 secured.

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 foreclosure 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 part ies of the first part ha... hereunto subscribed their name S and affixed their seal S the day and year first above written.

STATE OF KANSAS, } ss.  
County of Douglas.  
BE IT REMEMBERED, That on this 19 day of November, A. D. 1917, before me, a Notary Public within and for said County and State, came J. L. Simmons and Margaret Simmons, his wife to me personally known to be the identical persons 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 Leocompton Kansas, the day and year last above written.  
My commission expires May 10 1918

L.S.

Jella St. Diff  
Notary Public.

This instrument was filed for record on the 20<sup>th</sup> day of November, A. D. 1917, at 105 o'clock P.M.

Estelle Mithrup  
Register of Deeds.  
By Deputy