406 Mortgage Record. This Indenture, Made this first day of april ______ day of a first ______ day of a first ______ day of a first wife ______ A.D. 1918, by and between of ____ Sawrence ____ County of Douglas .. and State of Kansas, part ale.... narty of the second part WITNESSETII: That the part in of the first part, in consideration of the sum of One Thousand (\$1000 00) Dollars, to them duly paid, the receipt of which is hereby acknowledged, haze 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: Lat Seventeen/117), Block Leven (7), Sames First addition to the bity of Lawrence, Douglas bo, Danese TO HAVE AND TO HOLD THE SAME together with all and singular the tenements, hereditaments and appurtenances thereunto belanging The particle of the first part covenant mand agree that at the delivery hereof. They are determined the lawful owner the lawful owner that and series and 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 One Thousand (\$100000) Dollars Dollars according to the terms of a certain promisory note and 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 are 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 One Thousand 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 less 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 signs, at once become due and payable and bear interest at the ratio of ten per cent, per annum until paid, and the party of the second part shall have the right to forcelose this morigage according to law, and to have a likeciver 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 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 forcelos-ure action, shall be included in any judgment and decree of forcelosure 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 effort and effect. IN WITNESS WIEREOF, the part us of the first part ha zet hereunto subscribed their name s and affixed their seal of the day and year first above written. George A Henson milie Hincon STATE OF HANSAS County of Santa Fer 4th BE IT REMEMBERED, That on this ... day of _ May-bed Book. 62 Page 146 before me, a Motary Public -...within and for said County and State, came Broke 2 Pape 161 George 14 Hencon and millie Hencon IN WITNESS WHEREOF, I have bereunto subscribed my name and affixed my official scal at..... Santa Fe, Dew Merico, Kunn, the day and year last above written. may 28,1921 My commission expires...... (S. S) This instrument was filed for record on the day of A.D. 19/8, at 11 50 o'clock O.M. Estelle Morthrup Register of Deeds. 6 By Fernel Flora Deputy.