This Indenture, Made this _first_ day of _June_ A. D. 191_8_, by and between _Alice C. Brown and Louis Brown, her husband_ of _Lawrence_ County of _Douglas_, and State of Kansas, part_ies_ of the first part, and _F. M. Perkins_ party of the second part. WITNESSETH: That the part_ies_ of the first part, in consideration of the sum of _Five Hundred ($500.00)_ Dollars, to _them_ duly paid, the receipt of which is hereby acknowledged, ha_ve_ 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 One Hundred Fifty Nine (159) and One Hundred Sixty (160) in Sub-division of the South west part of Addition Three (3), in that part of the City of Lawrence, known as North Lawrence, Douglas Co., 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_s_ 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 _Five Hundred ($500.00)_ Dollars according to the terms of a certain promissory note ~~and a certain indenture~~ 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 _Fifteen Hundred_ 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 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 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 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.

IN WITNESS WHEREOF, the part_ies_ of the first part ha_ve_ hereunto subscribed _their_ name_s_ and affixed _their_ seal_s_ the day and year first above written.

Alice C. Brown
Louis Brown

STATE OF KANSAS,
County of _Douglas_ } ss.

BE IT REMEMBERED, That on this _14th_ day of _June_ A. D. 191_8_, before me, a _Notary Public_, within and for said County and State, came _Alice C. Brown and Louis Brown, her husband_ to me personally known to be the identical person_s_ 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 _Lawrence_, Kansas, the day and year last above written.

My commission expires _January 31st 1920_.

(L.S.)

F. Henry Perkins
Notary Public.

This instrument was filed for record on the _15_ day of _June_ A. D. 191_8_, at _10:52_ o'clock _A._ M.

Estelle Northrup
Register of Deeds.
By _Ferne Flora_ Deputy.

Recorded Oct 31 1921
Estelle Northrup
Register of Deeds
Ferne Flora Deputy

The following is endorsed on the margin of instrument:
The within twenty-three presents this day and Wm. C. L. Buckles is twenty acknowledge for fifty each. The deed secured by the foregoing mortgage, signed and authority of the assignees of Buckle of Buckle Co. of Douglas in the territory number 3.
Oct. H.C. Buckles.
Reg. H.C. Buckles.

For Assignment See Book 62 page 211