

## Mortgage Record.

This Indenture, Made this first day of April, A. D. 1919, by and between  
John T. Constant and Emma S. Constant, his wife  
 of Lawrence County of Douglas, and State of Kansas, parties  
 of the first part, and F. M. Perkins party of the second part.

WITNESSETH: That the parties 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, have 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 sit-  
 uated in the County of Douglas and State of Kansas, to wit:  
Lot 3, 5, 6 and 7 on Vermont Street City of Lawrence,  
Douglas Co., Kansas.

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

The parties of the first part covenant and agree that at the delivery hereof, they are the lawful  
 owners 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  
One Thousand (\$1000.00) 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 refer to and make 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 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 Three Thousand (\$3000.00) 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 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 ~~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 va-  
 cant 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, issues and 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 se-  
 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 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 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 parties of the first part have hereunto subscribed their names and affixed  
 their seals the day and year first above written.

John T. Constant  
Emma S. Constant

STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 1st day of April, A. D. 1919,  
 before me, a Notary Public within and for said County and State, came  
John T. Constant and Emma S. Constant, his wife  
 to me personally known to be the identical persons described in and who executed the foregoing mortgage, and acknowledged the execu-  
 tion 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 1st 1920

F. M. Perkins

Notary Public.

This instrument was filed for record on the 25 day of April, A. D. 1919, at 2<sup>00</sup> o'clock P.M.

Estelle Northrup

Register of Deeds.

By Ferne Flora Deputy.

The following is endorsed on original Indenture:

*Know all men by these presents, That J. T. Constant, of Lawrence, City of Douglas, Co., Kansas, for and in consideration of the sum of One Thousand Dollars, to him in hand paid by F. M. Perkins, the receipt of which is hereby acknowledged, have granted, sold and conveyed unto the said F. M. Perkins, his heirs, executors, administrators or assigns, the following described real estate situated in the County of Douglas and State of Kansas, to wit: Lot 3, 5, 6 and 7 on Vermont Street City of Lawrence, Douglas Co., Kansas. And the said J. T. Constant and Emma S. Constant, his wife, do hereby covenant and agree 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. And the said J. T. Constant and Emma S. Constant, his wife, do hereby agree 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 Three 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 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. And the said J. T. Constant and Emma S. Constant, his wife, do hereby agree 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, issues and 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. And the said J. T. Constant and Emma S. Constant, his wife, do hereby agree 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. And the said J. T. Constant and Emma S. Constant, his wife, do hereby expressly waive appraisalment of said real estate, and all the benefits of the homestead exemption and stay laws of the State of Kansas. And the foregoing conditions being performed, this conveyance shall be void and the mortgage discharged, otherwise to remain in full force and effect.*

For Assignment See Book 62 Page 175

Recorded May 7<sup>th</sup> 1919

See C. Freeman

Register of Deeds