423 Mortgage Record. This Indenture, Made this Second day of June A. D. 1919, by and between Senjamin A. Woodbury and Cymthia & Woodbury, his wife, 19..., by and between 33 of the first part, and - J. M. Perking ______ Deright ______ , and State of Kansas, part ice of Kansas, part. Se. rty of the second part. party of the second part. leration of the sum of WITNESSETH: That the part co, of the first part, in consideration of the sum of Juro Thousand (\$2000.00) Dollars, to ... there duly paid, the receipt of which is hereby acknowledged, ha. ... the sold and by these presents do Grant, Bargain, nts do Grant, Bargain, Sell and Convey unto the party of the second part, his heirs, executors, administrators or assigns, the following described real estate sitscribed real estate sit. (2) Soil and Convey into the party of the second part, his heirs, executors, administrators or assigns, the following described real estate sit-mated in the Conry of Douglas and State of Kausas, to with Beginseries <u>Eights</u> (SO) feel 2003 and <u>one</u>. Element <u>and the Conrect South of the South west Correct of Reserve Let in Lands</u> <u>Catest</u>. <u>Additions</u> the the city of Reserves theorem. Used Correct of Reserve Let in Lands theorem South Jiffy (O) feel; there we have a subscription (117) het-theorem South Jiffy (O) feel; there we have a subscription (117) het-theorem Jiffy (O) feel; the men South Or Standard & Swanther (117) het-theorem Jiffy (O) feel; the men South Or Standard & Swanther (117) het-theorem Jiffy (O) feel; the south of Standard & Swanther (117) het-theorem Jiffy (O) feel; the south of Standard & Swanther (117) het-theorem Jiffy (O) feel; the south of Standard & Swanther (117) het-theorem Jiffy (O) feel; the south of Standard & Swanther (117) het-theorem Jiffy (O) feel; the south of Standard & Swanther (117) het-theorem Jiffy (O) feel; the south of Standard & Swanther (117) het-theorem Jiffy (O) feel; the south of Standard & Swanther (117) het-(50) feel; to the felsees of hegenoming with Theorem Jiffy east feel of the Botth caset (12) Standard & Standard & Swanther (12) Standard & Swanther f Let d' aterect in and Lote St., all nances thereunto be-TO HAVE AND TO HOLD THE SAME together with all and singular the tenements; hereditaments and appurtenances thereunto be-The part device of the first part covenant and agree....that at the delivery hereof. <u>User</u> are the lawful owner dof said premises and seized of a good and indefeasible estate of inheritance therein free and elear 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 the lawful cumbrances, and will utors, administrators Country of re the payment of THIS GRANT is intended as a mortgage to secure the payment ofDollars Two Thousand F2000,00) _ arty of the first part according to the terms of a certain promissory note and a certain indentura 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 set which-said-note-and indenture are nera referred to an inder a perfort his contract the same as hough here written out in full. The party of the first part covenants 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 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 against said premises e party of the second be secured by this of ten per cent. per annum unit pain. 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 progure, 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 *Auto*. *Junce* out *(S2000,00)*. Dollars, upon, or which may second part, as addias to the amount of _Dollars. not less than silvers of heres each (\$2000.00). 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 therefore shall not be made in terms payable as herein specificd, 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 part 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 meteor said indenture, or in paying the taxes or insurance premiums herein evenanted to be paid; or in case of the breach of any overnant in said promissory note or said-indenture or herein contained; or if said premises become unoccupied and va-eant for the space of three months; or stip and waste be committed; all sums hereing secure shall, hat the payment 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 rests, that have the right to forcelose this morigange 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 premisms; paid the residue, if any there be, after paying said Receiver a reasonable compensation for his services, shall be applied upon the debt hereby secured. ce be procured thereonal insurance shall l been so made payany sum covenanted o be paid; or in case unoccupied and vaparty of the second and the party of the e charge of, care for ance premiums; and the debt hereby seeured. 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 mudisy laws of the State of Knansa. The foregoing conditions being performed, this conveyance shall be void and the mortgage discharged, otherwise to remain in full force and other the foregoing conditions being performed, this conveyance shall be void and the mortgage discharged, otherwise to remain in full force Coulle M ate of filing forcelos-I the benefits of the remain in full force and effect. N ame and affixed their seal a the day and year first above written. Benjamin H. Hoodbury Lynthia: H. Hoodbury 2 STATE OF KANSAS, County of Douglas - 23rd - day of - June BE IT REMEMBERED, That on this before me, a ____ Motary Gubled within and for said County and State, came ty and State, came Benjamin H. Hood bury & by athia It Hood bury , his wife to me personally known to be the identical person. Ldescribed in and who executed the foregoing mortgage, and acknowledged the execuwledged 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 Lourence al at. My commission expires $\int a_{auxawy} = a/2, 1220$ (L.S.) F Henry Perkins-Notary Public. Notary Public. This instrument was filed for record on the 23 day of June . D. 19. 19, at 4:55 billock P. M. ck CPM. Etelle Northerup Register of Deeds. gister of Deeds. Deputy. Deputy. State in the second the start of the second se