

## Mortgage Record.

This Indenture, Made this 1st day of October, A. D. 1919, by and between  
J. P. Celand & Minnie L. Celand (wife)  
 of Lawrence County of Douglas, and State of Kansas, part  
 of the first part, and F. M. Perkins party of the second part.

WITNESSETH: That the part of the first part, in consideration of the sum of

Three Hundred Fifty  
 Dollars, to \_\_\_\_\_ 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 sit-  
 uated in the County of Douglas and State of Kansas, to wit:

Begin at a point forty feet (40) feet West and Four Hundred Eighty nine  
and one half (489 1/2) feet North of the South west corner of Lot Forty three  
(43) in Block One (1), Belmont Addition to Lawrence, thence East One  
hundred thirty (130) feet, thence North Forty (40) feet, thence East One  
hundred thirty (130) feet, thence South Forty (40) feet, to the place of  
beginning, all in the Southwest Quarter of Section Thirty-two (32)  
Township Twelve (12), Range Twenty-two (22), Douglas County, Kansas.

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

The part of the first part covenant and agree that at the delivery hereof \_\_\_\_\_ 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

Three Hundred Fifty 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 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 Five 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 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 in 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 foreclo-  
 sure 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 of the first part have hereunto subscribed this name, and affixed

their seals the day and year first above written.  
eight cents in revenue stamps  
attached to not and cancelled

STATE OF KANSAS

County of Los Angeles ss.

BE IT REMEMBERED, That on this 1st day of Nov, A. D. 1919,

before me, a Notary Public within and for said County and State, came

J. P. Celand and Minnie L. Celand

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 Los Angeles  
California, Kansas, the day and year last above written.

My commission expires Dec. 2, 1919.

Elizabeth E. Foster  
 Notary Public.

This instrument was filed for record on the 7 day of November, A. D. 1919, at 8 50 o'clock A.M.

Etelle Mochamp  
 Register of Deeds.  
 By Ferne Florio Deputy.

The following is enforced on original instrument:

For assignment See Book 62 Page 91  
 For Release See Book 15 Page 253.