

## Mortgage Record.

This Indenture, Made this 24th day of December, A. D. 1919, by and between  
Alex. McCall, single man  
 of Recompton County of Douglas, and State of Kansas, party  
 of the first part, and H. H. Banning party of the second part.

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

Two Hundred Fifty  
 Dollars, to him duly paid, the receipt of which is hereby acknowledged, he 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:

The N 3 1/2 feet of Lot Nine (9) and Ten (10) and the South Eight and  
half (8 1/2) ft. of Lot Eleven (11) being all of Lot Eleven (11) lying South of a  
line drawn east and West through the center of the well in said  
Lot Eleven (11) all being in Block Forty (40) in the City of Recompton  
Douglas Co. Kansas.

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

The party of the first part covenanted and agreed that at the delivery hereof he 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

Two 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 Two 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 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, 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 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 party of the first part he hereunto subscribed his name, and affixed  
his seal, the day and year first above written.

Alex. McCall

## STATE OF KANSAS,

County of Douglas ss.

BE IT REMEMBERED, That on this 24th day of December, A. D. 1919,  
 before me, a Notary Public within and for said County and State, came  
Alex. McCall

to me personally known to be the identical person described in and who executed the foregoing mortgage, and acknowledged the execu-  
 tion of the same to be his 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 September 12, 1923

(2)

Chas. F. Oshe  
 Notary Public.

This instrument was filed for record on the 26 day of Dec., A. D. 1919, at 2:45 o'clock P.M.

Estelle Northrup  
 Register of Deeds.  
 By James Floras Deputy.

The following is endorsed on original instrument:

This following is endorsed on the original instrument:  
 "I have all been by these presents, that, H. H. Banning do, duly acknowledge  
 and pay to me by these presents, the sum of \$250.00, the mortgage of the above de-  
 scribed premises, in the County of Douglas, State of Kansas, to H. H. Banning,  
 the sum of \$250.00."  
W. H. Banning

Recorded Feb 28th 1922

Register of Deeds

The following is endorsed on the original instrument