448 Mortgage Record. day of march This Indenture, Made this _____ let A. D. 192/..., by and between 1 1115 Ingenture, Made this _____ lar ____ day of march_____ J. J. Skinner and E-mily & Skinner, his wifes, of Rawrence _____ County of Douglace _____ of the first part, and F. M. Cuskine, and State of Kansas, part les ... party of the second part. WITNESSETH: That the particle of the first part, in consideration of the sum of Two Thousand Dollars, to then duly paid, the receipt of which is hereby acknowledged, hazel 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-Set and Contry more the party of State of Kansas, to wit: ated in the County of Douglas and State of Kansas, to wit: *She North 50 ft of Let 14, Block 11, Babcockie enlarged* Addition to Raurence, Douglas bounty, Sansas TO HAVE AND TO HOLD THE SAME together with all and singular the tenements, hereditaments and appurtenances thereunto be The particle of the first part covenant....and agree....that at the delivery hereof. they are the lawful owners 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 Thousand 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 rotting forth the term and the man r of payment which said note and -ame 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. ...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 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 indentury, 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 ar said indenture or herein contained; or if said premises become unoccupied and vaeant 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 eured. 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 and stay have of the State of Kansa. 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 ha zee hereunto subscribed ______ their _____ name ____ and affixed theuty seal cithe day and year first above written. Q. J. Chinner Emily G. Skinner STATE OF KANSAS, County of Douglas BE IT REMEMBERED, That on this 5th marchday of. A. D. 194./... before me, a Motary Public within and for said County and State, came 9. T Skinner und Emily & Skinner, his wife, to me personally known to be the identical person, 2 described in and who executed the foregoing mortgage, and acknowledged the execution of the same to be Theere voluntary act and deed. IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at..... Kasurence, Kansas, the day and year last above written. My commission expires fand: 31.04 1924 (2.S.) J. Henry Carlein V. Notary Public. This instrument was filed for record on the q day of march A. D. 1921, at 11 45 o'clock Q. M. Ectelle Morthese for Register of Deeds. By Register of Deeds.