

THIS INDENTURE, Made this first day of December in the year of our Lord one thousand nine hundred and sixteen by and between Charles Hilkey, an unmarried man of the County of Douglas and State of Kansas; party of the first part, and S. A. Addis, party of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of One Thousand Dollars, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, and to his heirs and assigns, forever, all of the following described tract, piece or parcel of land, lying and situate in _____ County of Douglas and State of Kansas, to-wit:

Lot No. One (1), in Block No. Seven (7), Haskell Place, an addition to the City of Lawrence.

TO HAVE AND TO HOLD THE SAME, With all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part, and to his heirs and assigns, forever. And the said parties of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he will Warrant and Defend the same in the quiet and peaceable possession of said party of the second part his heirs and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED ALWAYS, And this instrument is made, executed and delivered upon the following conditions, to-wit:

FIRST, Said Charles Hilkey is justly indebted unto the said party of the second part in the principal sum of One Thousand Dollars, lawful money of the United States of America, being for a loan thereof made by the said party of the second part to the said Charles Hilkey and payable according to the tenor and effect of one certain first Mortgage Real Estate Note, \$115.00 executed and delivered by the said Charles Hilkey bearing date December 1st 1916 payable to the order of the said S. A. Addis, five years after date, at Watkins National Bank, Lawrence, Kansas with interest thereon from date until maturity at the rate of six per cent. per annum, payable semi-annually, on the first days of June and December in each year, and ten per cent. per annum after maturity, the installment of interest being further evidenced by ten coupons attached to said principal note, and of even date therewith, and payable to the order of said S. A. Addis at Watkins National Bank, Lawrence Kansas.

SECOND, Said party of the first part hereby agrees to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereafter specified; and if not so paid the said party of the second part, or the legal holder or holders of this mortgage, may without notice, declare the whole sum of money herein secured, due and payable at once, or may elect to pay such taxes, assessments and insurance premiums; and the amount so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums, or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises and the rents, issues and profits thereof.

THIRD, Said party of the first part hereby agrees to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid.

Fourth, Said party of the first part hereby agrees to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage to the amount of not less than Fifteen hundred Dollars, loss, if any, payable to the mortgagee or his assigns. And it is further agreed that every such policy of insurance shall be held by the party of the second part or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance, or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said party of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned.

FIFTH, Said party of the first part hereby agrees that if the maker of said note shall fail to pay or cause to be paid any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice.

The foregoing conditions being performed, this covenant to be void; otherwise of full force and virtue.

SIXTH, In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said party agrees to pay to the said second party and his assigns, interest at the rate of 10 per cent. per annum, computed annually on said principal note, from date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate

Recorded

Nov 23 - 1916 -

Register of Deeds

26. Following is a correct and true copy of the original instrument as the same appears from the records of the Register of Deeds of the County of Douglas, State of Kansas, to-wit: This mortgage was made by Charles Hilkey, of the County of Douglas, State of Kansas, to S. A. Addis, of the County of Douglas, State of Kansas, for the purpose of securing the payment of the principal and interest on a certain first mortgage real estate note, \$115.00, executed and delivered by the said Charles Hilkey to the said S. A. Addis, bearing date December 1st 1916, payable to the order of the said S. A. Addis, five years after date, at Watkins National Bank, Lawrence, Kansas, with interest thereon from date until maturity at the rate of six per cent. per annum, payable semi-annually, on the first days of June and December in each year, and ten per cent. per annum after maturity, the installment of interest being further evidenced by ten coupons attached to said principal note, and of even date therewith, and payable to the order of said S. A. Addis at Watkins National Bank, Lawrence, Kansas. This mortgage is made in full payment of the principal and interest on the said first mortgage real estate note, \$115.00, and the interest thereon, and the said Charles Hilkey hereby agrees to pay all taxes and assessments levied upon said premises when the same are due, and insurance premiums for the amount of insurance hereafter specified; and if not so paid the said S. A. Addis, or the legal holder or holders of this mortgage, may without notice, declare the whole sum of money herein secured, due and payable at once, or may elect to pay such taxes, assessments and insurance premiums; and the amount so paid shall be a lien on the premises aforesaid, and be secured by this mortgage, and collected in the same manner as the principal debt hereby secured, with interest thereon at the rate of ten per cent. per annum. But whether the legal holder or holders of this mortgage elect to pay such taxes, assessments or insurance premiums, or not, it is distinctly understood that the legal holder or holders hereof may immediately cause this mortgage to be foreclosed, and shall be entitled to immediate possession of the premises and the rents, issues and profits thereof. This mortgage is made in full payment of the principal and interest on the said first mortgage real estate note, \$115.00, and the interest thereon, and the said Charles Hilkey hereby agrees to keep all buildings, fences and other improvements upon said premises in as good repair and condition as the same are in at this date, and abstain from the commission of waste on said premises until the note hereby secured is fully paid. This mortgage is made in full payment of the principal and interest on the said first mortgage real estate note, \$115.00, and the interest thereon, and the said Charles Hilkey hereby agrees to procure and maintain policies of insurance on the buildings erected and to be erected upon the above described premises, in some responsible insurance company, to the satisfaction of the legal holder or holders of this mortgage to the amount of not less than Fifteen hundred Dollars, loss, if any, payable to the mortgagee or his assigns. And it is further agreed that every such policy of insurance shall be held by the party of the second part or the legal holder or holders of said note, as collateral or additional security for the payment of the same; and the person or persons so holding any such policy of insurance shall have the right to collect and receive any and all moneys which may at any time become payable and receivable thereon, and apply the same when received, to the payment of said note, together with the costs and expenses incurred in collecting said insurance, or may elect to have buildings repaired or new buildings erected on the aforesaid mortgaged premises. Said party of the second part, or the legal holder or holders of said note, may deliver said policy to said party of the first part, and require the collection of the same and payment made of the proceeds as last above mentioned. This mortgage is made in full payment of the principal and interest on the said first mortgage real estate note, \$115.00, and the interest thereon, and the said Charles Hilkey hereby agrees that if the maker of said note shall fail to pay or cause to be paid any part of said money, either principal or interest, according to the tenor and effect of said note and coupons, when the same becomes due, or to conform to or comply with any of the foregoing conditions or agreements, the whole sum of money hereby secured shall, at the option of the legal holder or holders hereof, become due and payable at once without notice. The foregoing conditions being performed, this covenant to be void; otherwise of full force and virtue. In case of default of payment of any sum herein covenanted to be paid, for the period of thirty days after the same becomes due, or in default of performance of any covenant herein contained, the said party agrees to pay to the said second party and his assigns, interest at the rate of 10 per cent. per annum, computed annually on said principal note, from date thereof to the time when the money shall be actually paid. Any payments made on account of interest shall be credited in said computation so that the total amount of interest collected shall be, and not exceed, the legal rate