## MORTGAGE RECORD, No. 38

ANL DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made the \_\_\_\_\_\_day of \_\_\_\_ May\_\_\_ in the year of our Lord one thousand\_eight\_ hundred and missly nine, between Thomas I. Mon Clelland and Manage Mc. Clelland his mife, of the county of Douglas and State of Kanad, \_\_\_\_\_

part if of the first part, and The Northwestern Mutual Life Insurance Company, party of the second part: .

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to- there in hand paid, the receipt whereof is hereby acknowledged, have/granted, bargained and sold, and by these presents do grant,

bargain, and sell unto the said party of the second part, and to its successors and assigns forever, the following Real Estate, lying and being in the County of Douglas, and State of Kansas, and known and described as follows, viz: The northwest fractional quarter of sections mumber one () in Township number fourteew (14), Raider number twenter (20), containing one hundred and fifty eight and sixty eight one hundred the (108 100) - Ocres, more or less.

Together with the privileges and appurtenances to the same belonging, and all of the rents, issues and profits which may arise or be had therefrom.

To Have and to Hold, the same to the said party of the second part, its successors and assigns, forever. And the said Thomas J. M. Clelland

Dollars; and to assign and keep assigned to said party of the second part, its successors and assigns, the policy or policies of such insurance, and deposit the same with the said party of the second part; and to pay annually to the proper officers all taxes and assessments which shall be levied or assessed on said real estate, or any part thereof; and also to keep said land and all improvements now existing or placed thereon, free from all liens of whatever nature; and to procure and deliver to the said party of the second part, at its office in the City of Milwaukee, in the State of Wisconsin, on or before the first day of May in each and every year, duplicate receipts of the proper officers for the payment of all such taxes and assessments levied or assessed on said premises for the preceding year; and in case of the failure to keep or continue such insurance, or to assign the police or policies thereof, as above provided, or in ease of the non-payment of any such taxes or assessments when the same shall become due and payable, or any lien claim, the said party of the second part, its successors or assigns, may effect an insurance upon said building or buildings to the amount above named, and may pay such taxes and assessments, with the accrued interest, officers' fees and expenses thereon, and any lien claim, and the amounts or sums so paid for premiums and expenses of insurance, and for taxes or assessments or lien claims and officers' fees and expenses on account thereof, shall be immediately paid to the said party of the second part, its successors or assigns, and shall, unless so paid, be added to and be deemed part and parcel of the moneys secured hereby and from the time of the payment thereof by the said party of the second part, the sums so paid shall bear interest at the same rate as the principal debt hereby secured; and that the said parties of the first part, at the time of the ensealing and delivery of these presents are the true, lawful and rightful owner & and proprietor & of the said in fee simple; that they have good right, full power and lawful authority to grant, bargain, sell and convey the said premises and every part thereof to the said party of the second part, in manner and form aforesaid; that the said premises are free and clear from all taxes, liens and incumbrances whatsoever; and that the said part in of the first part will ever warrant and defend the same to the party of the second part, its successors and assigns against all claims whatsoever. And the said Thomas D. M. Clelland