

SAMUEL DODD WORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made the Twenty ninth day of November in the year of our Lord one thousand eight hundred and ninety nine, between John M. Smith and Marianda Smith, his wife, of the County of Douglas and State of Kansas,

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

Witnesseth, That the said parties of the first part, for and in consideration of the sum of Eighteen Hundred (1800) Dollars, to them 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 southwest quarter of section number nine (9) in Township number fifteen (15) south of Range number eighteen (18) east of the sixth Principal Meridian

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

himself his heirs, executors, administrators and assigns, covenant and agree with the said party of the second part, its successors and assigns, to keep the building or buildings now standing or which may hereafter be erected on the above described premises insured against loss or damage by fire in some solvent incorporated insurance company or companies, to be approved by said party of the second part, its successors or assigns, so long as the moneys hereby secured shall be unpaid, to the amount of at least Eight Hundred (800) 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 policy or policies thereof, as above provided, or in case 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 enrolling and delivery of these presents are the true, lawful and rightful owners and proprietors of the said premises above described and every part thereof, and are seized of a good, sure, perfect and indefeasible estate of inheritance therein, 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 parties 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 John M. Smith

The following is endorsed on original instrument  
Loan No. 19322 The Northwestern Mutual Life Insurance Company hereby acknowledges full payment of the loan made by it to John M. Smith of the County of Douglas and State of Kansas and on condition that the mortgage recorded in the office of the Register of Deeds of the County of Douglas, Kansas as in Vol. 38 of Mortgage is now paid 29th Nov. 1903 and said Company hereby covenants and agrees to release the mortgage of its record. Dated and signed at Milwaukee Wis. this 27th day of August 1903.

The Northwestern Mutual Life Insurance Company  
By Wm. C. M. Form 2 Vice President  
J. W. McKenna Secretary

Properly acknowledged  
for the purpose of recording  
this 27th day of August 1903  
J. C. Lawrence

Recorded August 28th A.D. 1903

Atty. Arthur Long  
Register of Deeds  
By J. C. Lawrence  
Deputy