

PAUL DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made the Twenty eighth day of April in the year of our Lord one thousand nine hundred and two, between Maggie A. Woodward, widow, of the county of Douglas and State of Kansas

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

Witnesseth, That the said part of the first part, for and in consideration of the sum of

Twenty one hundred (2100)

Dollars,

to her in hand paid, the receipt whereof is hereby acknowledged, ha ☒ 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 northeast fractional quarter of section number four (4), in Township number fourteen (14) South of Range number eighteen (18), east of the sixth Principal Meridian, containing one hundred and fifty seven and eighty one hundredths (157 ⁸¹/₁₀₀) acres.

Also that part of the southeast quarter of section number thirty three (33), in Township number thirteen (13) South of Range number eighteen (18) bounded and described as follows, viz: Beginning at the northeast corner of said quarter section and running thence west along the north line thereof one hundred and two (102) rods, thence south parallel with the east line of said quarter section one hundred and twenty eight (128) rods, thence west parallel with the north line of said quarter section fifty (50) rods to the west line thereof, thence south thirty two (32) rods, thence east along the south line of said quarter section one hundred and sixty (160) rods to the southeast corner thereof, thence north to the place of beginning, containing one hundred and twenty (120) acres.

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 party of the first part

for herself her 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 party of the first part, at the time of the enrolling and delivery of these presents, is the true, lawful and rightful owner and proprietor of the said premises above described and every part thereof, and is seized of a good, sure, perfect and indefeasible estate of inheritance therein, in fee simple; that she ha ☒ 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 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 party of the first part

The following is a copy of the original instrument, duly acknowledged by the parties thereto, and is hereby certified to be a true and correct copy of the original instrument, as the same appears from the records of the County of Douglas, State of Kansas, in Volume 38 of Mortgages on page 362. Attest: Clerk of the County of Douglas, State of Kansas, this 7th day of April, 1906.

Recorded Feb 7-1906.
W. W. Armstrong,
Register of Deeds.

And the said party of the first part further covenants and agrees that, upon the commencement of any action to foreclose this mortgage, or at any time thereafter during the pendency of such action, the court in which such action is brought may set aside and without any notice to the party of the first part, or any party claiming under said party, or appoint a receiver for the benefit of the mortgagee secured hereby with power to collect the rents, issues and profits of the said premises during the pendency of such action, and until the time, to redeem the same from said party.