

SAM'L. BODSWORTH BOOK CO., LEAVENWORTH, KAN

This Indenture, Made the fifth day of April in the year of our Lord one thousand nine
hundred and four, between Benjamin F. Moore and Judith Ann Moore,
his wife, of the County of Douglas and State of Kansas,

part 1 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

Twelve Hundred (1200)

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:

County of Douglas, and State of Kansas, and known and described as follows, viz:

All of Lot number four (4), and the west half of Lot number five (5) of the southwest fractional quarter of section number twenty eight (28), Township number eleven (11), Range number eighteen (18) east, containing sixty six and ninety nine one-hundredths ($66\frac{99}{100}$) acres, excepting therefrom the right of way of the Atchison, Topeka & Santa Fe Railroad over and across the west half of Lot number five (5) aforesaid, containing three and twenty two one-hundredths ($3\frac{22}{100}$) 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 Benjamin G. Moore
for himself, his heirs, executors, administrators and assigns, covenant ☒ and agree ☒ with

Five hundred (500) 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 preceeding 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 ensembling and delivery of these presents, are the true, lawful and rightful owner and proprietor 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 party 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 Benjamin F. Moore

The following is contained on the original instrument

Recorded April 6, 1909 The Northwestern Mutual Life Insurance Company heretofore acknowledged full payment of the note executed by Floyd L Lawrence Benjamin & sons of the County of Waukegan & State of Illinois and mentioned in the within mortgage, recorded in the Office of the Register of Deeds of the County of Waukegan on page 373 and said Company's Register of Mortgages and mortgages and authorized this, this second day of April 1909 its record. Dated and signed at Milwaukee this 22nd day of April 1909

(Conf) Northwestern Mutual Life Insurance Co

* And said parties of the first part further covenant and agree that upon the commencement of any action to foreclose the mortgage, on a payment made, or after the expiration of such action, the court in which the action is brought may at its discretion and without any notice to or request from the first part, or any party claiming under or in interest in the mortgage, appoint a receiver for the benefit of the legal holder or holders of the mortgages secured hereby, with power to collect the rents, issues, and profits of the said premises during the pendency of such foreclosure suit and, until the time to redeem the same shall arrive, to sell the same.