MORTGAGE RECORD, No. 38

SAML. DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made the twenty first day of April in the year of our Lord one thousand nine hundred and four, between John A. Irwin and Anna G. Irwin, 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 Two Thousand (2,000) **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 northwest quarter of Section number twenty two (22), in Township number thirteen (13) South, Range number twenty (20) East of the Sixth Principal Meridian, excepting that portion thereof lying north of the center channel of the Wakarusa River, containing nine (9) acres, more or less, also excepting that portion thereof lying north of Coal Creek, containing four (4) acres, more or less. The premises hereby mortgaged containing in the aggregate one hundred and fifty (150) acres, 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 John A. Irwin, for himself, his heirs, executors, administrators and assigns, covenants and agrees 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 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 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 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 ensealing 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 A. Irwin including all taxes and assessments which may be assessed or levied under and by virtue of any law now or hereafter existing in the State of Kansas, against said party of the second part upon this mortgage or the debt hereby secured or upon its mortgage interest in said premises;

The Northwestern Mutual Life Insurance Company, party of the second part, in the foregoing mortgage mentioned, hereby acknowledges full payment of the debt secured by the said mortgage, and authorizes and requests the Register of Deeds of Douglas County, State of Kansas to enter the same as released upon the margin of the record thereof.

Dated and signed at the Northwestern Mutual Life Insurance Co's Rooms in the City of Milwaukee, this 15th day of September 1906.

The Northwestern Mutual Life Insurance Company,
By D. M. Sanborn, 2d Asst. Secy.

Recorded Oct 1st 1906,
C. M. Connelly,
Register of Deeds.

* And said parties of the first part further covenant and agree that, upon the commencement of any action to foreclose this mortgage, or of any time thereafter during the pendency of such action, the court, if such action is brought by said party of the second part, its successors or assigns, may appoint a receiver for the benefit of the said holder or holders