MORTGAGE RECORD, No. 38

SAML. LOOSWORTH BOOK CO., LEAVENWORTH, KAN.

Recorded May 17 1909 The following is an endorsement on the original instrument
Lloyd Lawrence Instrument filed for record at the request of Northwestern Mutual Life Insurance Company
Register of Deeds executed by Thomas W. Cree & the County of Douglas and State of Kansas mentioned
in the within mortgage recorded in Volume 38 of mortgages on page 378 and paid in full
Douglas and State of Kansas in Volume 38 of Mortgages on page 378 and paid Company certify satisfied
and release said mortgage and authorize the Register to enter this release upon the margin
of its record. Dated and signed at Milwaukee Wis. This fifth day of March 1909 The Northwestern Mutual Life Insurance Co.
By A. P. Sanborn 2nd Vice President
F. J. Kurz 2nd Asst Secy

Correct
N.H.

Carp
Sent

This Indenture, Made the twentieth day of May in the year of our Lord one thousand nine hundred and four, between Thomas W. Cree and Sadie L. Cree, 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 Eleven hundred (1100) **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 north half of the southwest quarter of Section number fourteen (14), in Township number twelve (12) South Range number seventeen (17) 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 Thomas W. Cree for 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 _____ 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 Thomas W. Cree including all taxes or 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;

And said parties further covenant and agree 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, without any notice to said parties of the first part, or any party claiming under said parties, appoint a receiver for the benefit of the mortgagee, to receive the rents, issues and profits of said premises, and to apply the same, after payment of all necessary charges and expenses, on the mortgage debt and interest thereon, in such manner as said court may direct; and said receiver shall be allowed a reasonable compensation for his services, which shall be a lien on said premises, prior to all other liens, except taxes and assessments; and said parties of the first part do hereby waive the benefit of any appraisement, valuation, stay or extension laws now or hereafter in force, and do hereby waive and release all rights of redemption from sale under any order or decree of foreclosure of this mortgage, for themselves and all other persons claiming under them, and for the benefit of all other persons who may be entitled to redeem from such sale.