MORTGAGE RECORD, No. 38

SAML. DODSWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made the twelfth day of August in the year of our Lord one thousand nine hundred and four, between Robert C. Johnston and Helene A. Johnston, his wife, of the City of Lawrence, County of Douglas and State of Kansas.

part ies of the first part, and THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY, party of the second part:

Witnesseth, That the said part ies of the first part, for and in consideration of the sum of Four Thousand ($4,000) **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 whole of the northeast quarter and the north half of the south east quarter of Section number one (1) in Township number fourteen (14) South of Range number nineteen (19) East of the Sixth Principal Meridian. Also the southeast quarter of Section number thirty-six (36) in Township number thirteen (13) South of Range number nineteen (19) 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 Robert C. Johnston for himself, his heirs, executors, administrators and assigns, covenant s and agree s 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 part ies of the first part, at the time of the ensealing and delivery of these presents are the true, lawful and rightful owner s and proprietor s 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 part ies 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 Robert C. Johnston 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 the mortgage interest in said premises.

See below

And said parties of the first part further covenants 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 and shall without any notice to any party appoint a receiver for the benefit of the said party of the second part, with full 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 from any sale that may be made under and there-under, and such power shall continue and may be exercised during the full period allowed by law for redemption from such sale, and that such receiver may be made a party defendant to any such action or proceeding at the request of the said party of the second part, its successors or assigns, without further notice to the said parties of the first part, and may be appointed forthwith upon the application for such appointment, and without requiring bond from the party making such application or from the person appointed receiver, and the appointment of such receiver shall not in any manner impair or prejudice the rights of the said party of the second part, its successors or assigns, to receive the amounts which may be allowed such receiver for his services as such receiver by the proper order of the court, but such amounts shall be allowed and paid as a part of the debt secured by this mortgage, and bearing interest at the rate of seven per cent per annum from the time the same are allowed by the court, and said parties of the first part hereby waive any notice of the application for the appointment of such receiver and consent to the appointment of such receiver without notice.

Dated at Milwaukee, Wis., this 12th day of August A.D. 1904.

Robert C. Johnston (Seal)

By C. P. Fox Assist Secretary

Attest R. Fox Assist Secretary

Filed for Record the 15th day of August A.D. 1904 at 10 o'clock A. M. and duly recorded in Book 38 of Mortgages, on page 383

Geo. E. Hoyt Register of Deeds.

Recorded ... 19 ... Register of Deeds.