

SAME INDENTURE BOOK CO., LEAVENWORTH, KAN.

The following is endorsed on the original indenture:
This note herein described having been paid in full, this mortgage is hereby released and the lien thereby created discharged.
As witness my hand this _____ day of _____ A.D. 19____

April 9 - 1927
Recorded
In a C. W. Coleman
Register of Deeds

For assignment see Book 57 Page 224
The following is endorsed on the original instrument, the mortgage is released and the debt secured by it is paid in full and the Register of Deeds is authorized to destroy it of record.
Nysia G. Hughes
For Partial Release see Book 57 Page 225

This Indenture, Made the first day of March in the year of our Lord one thousand nine hundred and five, between William Hughes, widower, 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 party of the first part, for and in consideration of the sum of Thirty Seven Hundred (3700) Dollars, to him in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained and sold, and by these presents do es 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:

All of the south west fractional quarter of Section number twenty six (26) Township number twelve (12) south, of Range number twenty (20) East of the Sixth Principal Meridian, lying East of the west line of the Shawnee Indian Reservation, containing one hundred and fourteen and nine one hundredths (14^{9/100}) acres, more or less.
Also the fractional north west quarter of Section number two (2), Township number thirteen (13) south, of Range number twenty (20) East of the Sixth Principal Meridian, lying East of the west line of the Shawnee Indian Reservation, containing one hundred and thirty nine and forty one hundredths (139^{41/100}) acres more or less, excepting therefrom a piece of land described as follows, viz: Beginning at the North east corner of the north west quarter of said Section number two (2), running thence west ten (10) rods, thence south sixteen (16) rods, thence east ten (10) rods, thence north sixteen (16) rods to the place of beginning, excepting also therefrom a certain piece of land, containing about two and twenty nine one hundredths (2^{29/100}) acres, conveyed by William Hughes and wife, to The Kansas City, Topeka and Western Railroad Company for a right of way, and described in deed dated May 19, 1885, and recorded in volume 38, page 269, Douglas County Records.

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 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 Fifty Hundred (5000) 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 he has 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 party of the first part

including all taxes and assessments which may be assessed or lived under and by virtue of any law now or here after 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.

Blind and 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 shall not issue an order of sale or any other order or decree which would operate to satisfy the mortgage or the debt hereby secured or upon its mortgage interest in said premises.