MORTGAGE RECORD, No. 38 407 AAML DODSWORTH BOOK CO., LEAVENWORTH, KAN. This Indenture, Made the Sigth day of June in the year of our Lord one thousand , between Richard Smith and Madora a. Smith, his wife, of the County of Nouglas and State of Ramas, party eyof the first part, and THE NORTHWESTERN MUTUAL LAFE INSURANCE COMPANY, party of the second part: Witnesseth, That the said part/es of the first part, for and in consideration of the sum of Eight Hundred (2500) Dollars. wenty 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 that port of the doth half of the southeast quarter of Section member lifteen (5) in Township Humber thirteen (3) South of Range number twenty (20) Cart of the Sittle Principal Meridian, bounded and described as follows, vig: Conneurang at a point eighty eight (88) rodo north of the sotth west corner of waid south east granter running thence northalong the west time of and quarter section thirty two, (32) rodo, thence east eighty four (84) rodo, thence south forty (40) rodo, Thence west four (1) rods thence noth (2) rods and thence west eighty a rods to the slace of highing & containing seventeen (1) acres, more st less, subject, however, to the right of formesto, Warronto avery surplus surface water along or near the ust live of said tract where the detak is nonlasted. also all that part of the south east quarter of the south east quarter of said ective number fifteer (5) in Township & Rouge a foresaid lying north of the Wakarusa Check containing interime (29) a ones more or less celso the North west functor of the rolate cast grantes of Section menter mine (2) for Together with the privileges and appartenances 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 Richard Smith heirs, executors, administrators and assigns, covenants and agrees with for timely, his the said party of the second part, its successors and assigns, to keep the building or buildings now standing or which may hereafter be crected 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 Twe Hundred Dollars; and to assign and keep assigned to aid 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 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 resol the first part, at the time of the ensealing and delivery of these presents are the true, lawful and rightful owner, 3 and proprietor, 3 of the said premises above described and every part thereof, and orl 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 = 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 Richard Smith. moluding all tages and assessments which may be assessed, or levied under " withe of any law now it hereafter existing in the State of Kansas, against said builty of the second part upon this mortgage or the diffet bereby speech or upon its mortgage linterest in said promises;