

HAML, BODENWORTH BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made the fifteenth day of June in the year of our Lord one thousandhundred and seven, betweenJoseph M. Palmer and Nancy J. Palmer, 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

Twenty Eight Hundred (2800) 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 southeast quarter of Section number thirteen (13) Township number thirteen (13) South, Range number nineteen (19) East of the Sixth Principal Meridian, subject to the right-of-way of the Kansas Natural Gas Oil Pipeline & Improvement Company for pipe lines across said premises as granted by instrument dated June 16, 1915, and recorded in the office of the Register of Deeds of Douglas County aforesaid in Book 78, page 340.

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

Joseph M. Palmer
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 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, 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 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 Joseph M. Palmer

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;

Recorded May 16th 1916
The following is endorsed on the Original Instrument:
The Northwestern Mutual Life Insurance Company, a corporation organized and existing under the laws of Wisconsin, hereby acknowledges full payment of the note executed by Joseph M. Palmer of the County of Douglas, State of Kansas, and contained in the within mortgage, recorded in the office of the Register of Deeds of Douglas County, Kansas, in Book 78, page 340, and the same is hereby released upon the condition that the party of the second part, its successors and assigns, shall keep the premises insured against 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 Twenty Eight Hundred 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, 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 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 Joseph M. Palmer 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;

And said parties of the first part, their heirs, executors, administrators and assigns, do hereby covenant and agree that, from the commencement of any action to foreclose this mortgage, they will cause the same to be recorded in the office of the Register of Deeds of Douglas County, Kansas, in Book 78, page 340, and the same is hereby released upon the condition that the party of the second part, its successors and assigns, shall keep the premises insured against 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 Twenty Eight Hundred 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, 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 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 Joseph M. Palmer 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;