

SAME DODDsworth BOOK CO., LEAVENWORTH, KAN.

This Indenture, Made the sixteenth day of April in the year of our Lord one thousand nine hundred and eight, between Henry F. Deister & Mary F. Deister, his wife of the County of Douglas and State of Kansas.

part is 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 Four Thousand (4000) 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 northwest quarter of Section number thirty six (36) Township number twelve (12) South, Range number seventeen (17) East, except sixteen (16) rods north and south and twelve and one half (12 1/2) rods east and west in the northeast corner used for school purposes. Also the east half of the south west quarter and the south west quarter of the south west quarter of said section.

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 parties of the first part for themselves, their 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 Eight hundred (800) 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 parties of the first part, at the time of the enrolling and delivery of these presents are the true, lawful and rightful owner and proprietor 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 parties of the first part,

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;

*Ann No. 40178 The following is endorsed on the original instrument
The Northwestern Mutual Life Insurance Company, a corporation organized and existing under the laws of the State of Wisconsin, hereby acknowledges full payment of the debt secured by Henry F. Deister and Mary F. Deister, of the County of Douglas, State of Kansas, mentioned in the within mortgage, recorded in the office of the Register of Deeds of the County of Douglas, State of Kansas, in Volume 38 of Mortgages, page 415.
That said Company hereby cancels and releases all mortgages and liens in its possession, and all other claims, which it may have against the said parties of the first part, and its successors and assigns, inasmuch as the debt secured by said mortgage has been paid in full.
Witness my hand and seal of office this 15th day of April, 1908.
G. C. G. Register of Deeds*

Recorded April 15 1908
G. C. G. Register of Deeds

And said parties of the first part 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 event in which such action is brought may at once be brought to said parties of the first part, or any party claiming under said parties, for the benefit of the party holding the deed in the address secured hereby, with power to add to the said address of the party of the second part, and until the time to redeem the same shall expire, any action