

P-431-4-12-45-500

32186 BOOK 92

KANSAS

This Indenture, Made the 28th day of April A. D. 1947, between

Walter C. Jehle and Emma M. Jehle, individually and as husband and wife, of Baldwin,  
County of Douglas and State of Kansas,

hereinafter (whether one or more in number) called the mortgagors, and The Northwestern Mutual Life Insurance Company, a corporation organized and existing under the laws of Wisconsin, and having its principal place of business at Milwaukee, Wisconsin, mortgagee: ~~Witnesseth~~. That the said mortgagors, in consideration of the sum of Forty-five hundred - - - - - dollars, to them in hand paid, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell and convey unto the said mortgagee, forever, the following described Real Estate situated in the - - - - - County of Douglas - - - - - and State of Kansas, to-wit:

The southeast quarter of the northwest quarter of section thirty-two, in township fourteen south, of range nineteen east.

Also that part of the west half of the northeast quarter of said section thirty-two bounded and described as follows, viz.: Beginning at the northwest corner of the northeast quarter of said section thirty-two and running thence east sixty-nine rods five feet; thence south eighty rods; thence west ten rods; thence south eighty rods; thence west fifty-nine rods five feet and thence north one hundred sixty rods to the point of beginning, excepting therefrom the south twenty feet of even width thereof.

The premises hereby mortgaged contain in the aggregate, after said exception, one hundred four acres, more or less, subject to highways.

The proceeds of the loan hereby secured are being applied on the purchase price of the premises above described.

together with the improvements and appurtenances to the same belonging or in any wise appertaining, 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 mortgagee forever.

And the said mortgagors hereby covenant that they have good right to sell and convey said premises and that they are free from incumbrance, - - - - -

and hereby warrant the title thereto against all persons whomsoever.

Conditioned, However, That if

said mortgagors shall pay or cause to be paid to the said mortgagee, at its office in the City of Milwaukee, Wisconsin, the principal sum of Forty-five hundred dollars as follows, viz.: Twelve hundred fifteen - - - - - dollars, thereof in nine instalments of One hundred thirty-five dollars each, one year from date and annually thereafter, and the remaining Thirty-two hundred eighty-five dollars thereof ten years from the date hereof, - - - - -

with interest, according to the terms of a promissory note bearing even date herewith executed by

said mortgagors, to the said mortgagee; and shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of Kansas upon said premises and upon any interest therein, and procure and deliver to said mortgagee, at its home office, ten days before the day fixed by law for the first interest or penalty to accrue thereon, the official receipt of the proper officer showing payment of all such taxes and assessments; and, so long as any part of the debt hereby secured remains unpaid, shall keep the building or buildings now standing or hereafter erected on said premises insured in one or more solvent insurance companies, to be approved by the mortgagee, against loss or damage by fire to the amount of at least their full insurable value, - - - - -

and against loss or damage by windstorm, cyclone and tornado to the amount of at least their full insurable value,

(provided, that if any policy of insurance contains any condition or provision as to co-insurance, the building or buildings shall be kept insured for a sufficient amount to comply with such co-insurance condition, and that each windstorm, cyclone and tornado policy, by its terms or by appropriate endorsement or rider, shall provide that in case an insured building, or any material part thereof, fall as the result of windstorm, cyclone or tornado, immediately followed by fire as a direct result, then the insurance is extended to cover such resultant fire loss); and, upon issuance, shall forthwith deposit and leave with the mortgagee all policies of insurance above required, and all other like policies of insurance covering said buildings, with loss, if any, made payable to the mortgagee as its interest may appear, by endorsements upon or riders attached to said policies in terms satisfactory to the mortgagee; and shall keep the buildings and other improvements now or hereafter erected on said premises in good condition and repair, and shall not commit or suffer any waste of said premises; and shall keep said premises free from all prior liens; and upon demand of the mortgagee shall pay all liens, if any, which in any way may impair the security of this mortgage, and all costs, expenses and attorney's fees incurred by the mortgagee in or on account of any litigation or legal proceedings in any court or before any tribunal, whether instituted by a party hereto or otherwise, which shall involve in any way the aforesaid premises, or the collection or enforcement of the debt or moneys hereby secured, or the protection of this mortgage or of its lien or priority; all of which the mortgagors hereby agree to do: then these presents to be void, otherwise to remain in full force.