

THIS INDENTURE Made the nineteenth day of November, A.D. 1913, between Andrew J. Barry and Matilda Barry, his wife, of the County of Douglas and State of Kansas; parties of the first part, and The Northwestern Life Insurance Mutual Life Insurance Company, a corporation organized and existing under the laws of Wisconsin, and having its principal place of Business at Milwaukee, Wisconsin, party of the second part. WITNESSETH, That the said parties of the first part, in consideration of Twenty-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 party of the second part, and its successors and assigns forever, the following described Real Estate situated in the County of Douglas and State of Kansas, to wit: The North half of the Northeast quarter of section Number twenty-five, in township number thirteen south, of range twenty east. Together with the privileges and appurtenances to the same belonging, and all 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 parties of the first part 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 Andrew J. Barry, one of said parties of the first part, his heirs, executors, administrators or assigns, shall pay or caused to be paid to the said party of the second part, its successors or assigns, at the office of said party of the second part in the City of Milwaukee, Wisconsin, the sum of Twenty-five hundred dollars with interest, according to the terms of a promissory note bearing even date herewith executed by Andrew J. Barry, one of the parties of the first part, to the said party of the second part; 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, or any part thereof, or upon the interest of the mortgagee, its successors or assigns, in said premises, or upon the note or debt secured by this mortgage, and procure and deliver to said party of the second part, its successors or assigns, at its or their home office, 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 buildings upon said premises insured against loss or damage by fire in some reliable insurance company or companies to be approved by the said parties of the second part, its successors or assigns, to the amount of not less than eight hundred dollars, (provided, however, that if the policies of such insurance contain any condition or provision as to co-insurance the buildings shall be kept insured for a sufficient amount also to comply with such co-insurance condition), with loss, if any, payable to said party of the second part, its successors or assigns, as its or their interest may appear, and forthwith upon issuance thereof deposit such policies with the said party of the second part, its successors or assigns; and shall keep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only excepted; and shall keep said premises free from all statutory liens; and upon demand by said party of the second part, its successors or assigns, shall pay all prior liens, if any, which may be found to exist on said property, and all expenses and attorney's fees incurred by said party of the second part, its successors or assigns, by reason of litigation with third parties to protect the lien of the lien of this mortgage; of all which said parties of the first part hereby agree to do: then these presents to be void, otherwise to remain in full force.

It is agreed that if the insurance above provided for is not promptly effected and the policies therefor duly deposited, or if the liens, taxes, special assessments, expenses or attorney's fees above specified shall not be paid as hereinbefore provided, the said party of the second part, its successors or assigns, (whether electing to declare the whole indebtedness hereby secured due and collectible or not) may effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay such taxes and special assessments (irregularities in the levy or assessment thereof being expressly waived), and may pay such liens, expenses and attorney's fees, and all such payments with interest thereon from the time of payment at the rate of ten per centum per annum shall be deemed part of the indebtedness secured by this mortgage.

And it is agreed that in case default shall be made in the payment of any installment of said note or of interest thereon when due, or if there shall be a failure to comply with any or either of the terms or conditions of this mortgage, then the said debt and the whole indebtedness secured by this mortgage, including all payments for taxes, assessments, insurance premiums, liens, expenses and attorney's fees hereinabove specified, shall, at the option of the party of the second part and without notice (notice of the exercise of such option being hereby expressly waived), become due and collectible at once by foreclosure or otherwise; and upon commencement of any foreclosure or at any time thereafter and prior to the expiration of the time for redemption from any sale of said premises on foreclosure, any court of competent jurisdiction, upon application of the party of the second part, its successors or assigns or the purchaser at the sale, may at once and without notice to the parties of the first part, or any person claiming under them appoint a receiver for said premises to take possession thereof to collect the rents, issues and profits of said premises during the dependency of such foreclosure and until the time to redeem the same from foreclosure sale shall expire, and out of the same make the necessary repairs and keep the said premises in proper condition and repair pending such sale and the expiration of the time to redeem therefrom, and to pay all taxes and assessments accruing between the commencement of the foreclosure and the expiration of the period for redemption and all taxes and assessments unpaid and tax and assessment sales remaining unredeemed at or prior to the foreclosure sale, and to pay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and the expense of the receivership.

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