In Testimony Whereof, I have hereunto set my hand and affixed my official seal at Edgerton, in said County, the day and year last hereinabove written. P. E. Wolfley, Notary Public in and for My commission expires February 10, 1919. Johnson County, Kansas. My commission expires February 10, 1919. Litell Northrups Register of Doeds, Baune Walan Deputy. (T.S.)

Recorded on Oct. 18, A. D. 1917 at 9: 25 oclock, A.M.

636

MORTGAGE.

THIS INDENTURE, Made the Twenty-sixth day of July, A: D. 1917, between William H. Dodderidge and Fannie A.Dodderidge, his wife, of White City, County of Morris and State of Kansas, parties of the first part, and The Northwestern Kutuel Life Insur-ance 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 Seven thousand Dollars, to them in hard 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, sit uated in the County of Douglas and State of Kansas, to-wit: Stell

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The southwest quarter of section number four and the southeast quarter of section number five, in township number fifteen south, of range number eighteen east. 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 success-ors, and assigns, forever. And the said parties of the first part hereby covenant

ors, and assigns, forever. And the said parties of the first part hereby covenant to that they have good right to sell and onvey said premises and that they are free from y incumbrance, and hereby warrant the title thereto against all persons whomsoever. Conditioned, Nowever. That if the said parties of the first part, their heirs, exe-cutors, administry or assigns, shall pay or cause 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 Seven thousand Dollars with interest, according to the terms of a promissory note bearing even date herewith executed by the said 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 assand shall pay all taxes and special assessments of any kind that may be levied or ass-emped 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 dobt 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. 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 as any part of the debu hereby secured remains ungain, that may the buildings when y said premises insured against loss or damagerby fire in some reliable insuPance compeny or companies to be approved by the said party of the second part, its successors or assigns, to the amount of not less than Two thousand 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 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 ot their interest may appear, and forthwith upon its successors or assigns; as its ot their interest may appear, and forthwith upon its successors or assigns; and shall kep the buildings and other improvements on said prem-bessors or assigns; and shall kep the buildings and other improvements on said premises in as good condition and repair as at this time, ordinary wear and tear only ex-cepted; 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 eny, which may be found to exist on said property, and all expenses and attorney's fees insurred by said party of the second part, its successors or assigns, by reason a of litigation with third parties to protect the lien of this mortgage; all of 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 She. 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 provid- a expenses or attorney's rees above spentice and into the assigns, (whether electing of ed. the said party of the second part, its successor-s or assigns, (whether electing of declare the whole indebtedness hereby secured duE and collectible or not) may effeet the insurance above provided for and pay the reasonable premiums and charges there-for, and may pay such liens, expenses and attorney's fees and all'such payments with to 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 mortgege.

And it is agreed that in case default shall be made in the payment of any instalment of said note or of interest thereon when due, or if there shall be failure to com-ply with any or either of the terms or conditions of this mortgage, then the said note 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 (notic of the exercise of such option being hereby expressly waived), become due add dollect ible at once by foreclosure or otherwise; and upon commencement of any foreclosure or and without notice (notice 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: such 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 snd d premises during the pendency of such foreolosure and until the time to redeem the same from the foreclosure sale