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Irven D Earris et al

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Northwestern Matual Life Insurance Co.

State of Kinsas, Douglas County, ss. This Instrument was filed for record on the 21 st day of June 1924 at 10:05 Jon & Willman Register of Deeds

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THIS INDEXTURE made the fifth day of June & D 1924 between firen D Earris and Mary Earris individually and as hustand and wife of the County of Douglas and State of Kanasa parties of theifirst part, and the Northwestern lutual Life Insurance Company a corporation organized and wristing under the laws of Wisconsin, and having its principal place of business at Xilwaukee, Wisconsin, party of the second

WITNESSETE, that said parties of the first part, in consideration of Five Thousand dollars to then in hand paid the receipt whereof is hereby acknowledged, do by these presents grant barrain 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 Zahnea, to-wit:

estate situated in the county of boughts and the north half of the north half of the south west guarter of section number twenty one, in township number thirteen south of range number twenty one

Together with the privileges and appurtenances to the came belonging and all of the rente 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 ass iens. forever.

igns, lorever. And the said 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 the said parties of the first part their heirs executore, sors or assigns shall pay or cause to be paid to the said party of the second part its success sors or assigns at the office of said party of the second part in the city of Milraukee Misconsin the s-um of Five Thousand dollars with interest according to the terms of a promissory note bearing even date the of five foundation to first with interest accounting to the terms of a promissory note bearing even catter herewith executed by the said parties of the first part, to the said party of the second partiand shall pay all taxes and special assessments of any kind that may be levied or assessed within the State of pay all taxes and special assessments of any sing that that may cellevied or assessed within the State of Zansas upno said premises of any part thereof or upon the interest of the mortgagedits successors or assigns in said premires or upon the note or debt secured by this mortage, and wrother and deliver to said partypic the second part its successors or assigns, at its or their home office, before the day fixed of by law for the first interest or penalty to accrue thereon the official receipt of the proper officer by law for the first interest or penalty to accrue thereon the official receipt of the proper officer showing powment of all such taxes and assessments; and so long as any part of the debt hereby secured re-mains 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 party of the second part its success-ors or assigns the amount of not less than------dollars(provided hower; 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 paa sufficient mount also to comply with such co-insurance condition) with loss, if any, payable to said pa-rty 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 f 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 and party of the second part, its successors or assigns by reason of litighton with third parties to protect the lien of this mortgage; all of which said parties of the first part hereby agree to dotthen the rotect the lien of this mortgage, all of minum sale protect of the life pot metry denotes a set of the set of

olicies therefor duly deposited, or if the liens, taxes , special assessments, expenses or attorney's fees sove specified shall not be paid as hereintefore 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 have effect the insurance above provided for and pay the reasonable premiums and charges therefor, and may pay said taxes and special assessments (Irregularities in the levy or assessment thereoff being expressly waived) and may pay such liens expenses and attorney's fees, and all such payrents with interes 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, of if there shall be a failure to comply with any of the terms or conditions of this mortgage, then the said note and the whole indebtedness secured by this mortgage, includitions of the soft are set and the soft including the state of the soft and the soft are the soft are soft and the soft are soft and the soft and the soft are soft and the soft are soft are soft and the soft are s 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 orior to the expiration of the time for redemtion 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 with out notice to the parties of the first part or any person claiming under then appoint a receiver for said premises to take possession thereof to collect the rents issues and profits of said premises during the pendency of such foreclosure and until the time to redeem the same from the foreclosure sale shall expire and out of the same to make messary repairs and keep said pr-emises in prover 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 unpid and tax and assessment saler remaining unredeemed at or prior to the foreclosure sale and to yay insurance premiums necessary to keep said premises insured in accordance with the provisions of this mortgage and the expense of the receivership.

And it is agreed that the parties of the first part will repay the party of the second part all reasonable expenses paid in procuring abstracts of title whenever such abstracts of title shall become necessary to protect the interests or enforce the rights of said party of the second part and the amounts so paid 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 mortrage

The said parties of the first part hereby expressly waive and release all rights and bene fits they have in said premises as a homestead under any law or rule of equity relating to the alienati-or, exemption or judicial sale of homesteads.

IN WITNESS WHEREOF the said parties of the first part have hereutno set their hands the day and year first above written.

In presence of C A Durr F W Durr

Irven D Earris Mary Earris

State of Kansas,

Douglas County)88

Fe it remembered that on this 9th day of June A D 1924 before the