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GAGE RECORD 67

State of Kansas, Douglas County, ss This instrument was filed f

This instrument was filed for record on this 11 day of May A. D. 1925, at 9:50 o'clock A. M. Du & Mullman

By--

Register of Deeds Joe ilellmon .

-Deputy

MORTGAGE

From Philip Roser and wife,

To The Northwestern Mutual Life Insurance Company

THIS INDENTURE, Made the twenty-fifth day of April, A. D. 1925, between Philip Roser and Mary Roser, individually and as husband ans wife, of the County of Douglas and State of Anneas, parties of the firs part, and the Northwest-fifth Insurance Company, a corporation organized and existing under the laws of Wieconain, and having its principal place of business at Milwaukee, Wieconain, party of the second of Wieconain, and having its principal place of business at Milwaukee, Wieconain, party of the second of Wieconain, and having its principal place of business at Milwaukee, Wieconain, party of the second of Wieconain, and having its principal place of business at Milwaukee, Wieconain, party of the second of Wieconain, and having its principal place of the first part, in consideration of Winety five hundred bargain, sell and convey unto the said party of the second part, and its successors and assigns forever. The northeast quarter of section seven and the northwest quarter of section eight, in township fourteen south, of range nineteen cast. 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 recond part its successors and assigns, forever. 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 incumbrances, and hereby warrant-the title thereto against all persons whomsoever.

To have and to field the same to the said party of the recond part is succession and assign forever. And the said parties of the first part hereby coverant that they have good right to sell and convey said premises and that they are free from incumbrances, and hereby warrant-the title thereto against all persons whoseower. CONDITIONED, HOMEVER, that if the said parties of the first part, their heirs, executor administrators or assigns, shall pay or cause to be paid to the and party of the second part, its successions or assigns, at the office of said party of the second part in the City of Minwukes, Wiscon-sin, the sum of Minety-five hundred dollars with interest, according to the terns of a promissory note bearing even date herewith executed by the said parties of the first part, to the anid party of the second part; and shall pay all taxes and special assessments of any kind that may be lavied or assessed within the State of Kanass upon said pursies or any part thereof, or upon the interest of the mort-gages, its successors or analy part thereof or upon the interest of the mort-gages, its successors or an anity of the second part, its successors or a saigns, at its or their home office, before the day fixed by law for the first interest or penalty to acc. Thereon, the office and procurs and deliver to caid party of the second part, its successors or assigns, at its or thoir home office, before the day fixed by law for the first interest or penalty to acc. Thereon, the office and and yof the second part, its successors or assigns, the amount of not lass than Three thousand dollars, (provided, however, that if the pollicies of such insurance contain any condition on provision at a co-insurance the building shall keep the suid insurance company is the successors or assigns, so its or their interest may payer, and forthait upofisuume thereof deposit such ors or assigns, s its or their interest may appear, and forthait upofisuume thereof deposit such and to said on rit is successors or assigns, thell arity of t

expenses and according a reas merchanove spectrum, shart, as the open of the expersive and according part and without notice (notice of the expersise of such option being hereby expressly waived), become due and collectible at once by foreclosure or otherwise; and upon commencement of any foreclosure or 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 or foreclosure, any court of competent jurisdiction, upon application of the party of the sec and 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 then appoint a receiver for said premises to take pessesion 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 purchased out of the same to rake necessary remains and hear said remains in prome condition and the sec 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 necessary repairs and keep 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 ...ceruing 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 recoivership. And it is agreed that the parties of the first part will roppy the party of the second part all reasonable expenses paid in procuring obstracts of title whenevor such abstracts shall become necessary to protect the interest or enforce the rights of said party of the second part, and the anounts as paid with interest thereon from the time of payment at the rate of ten per centum per annum shall be deemed part of the indebedness secured by this mortgage.

shall be deemed part of the indebtedness secured by this mortgage. The said parifies of the first part hereby expressly waive and release all rights and

benefits they have in said premises as a homestead under any law or rule of equity relating to the alignation, exception or judicial sale of homesteads. IN WICHESS WHEREOF, the said parties of the first part have hereunto set their hands

the day and year first above written.

In presence of V. K. Hoover C. W. Sparr

Philip Roser Mary Roser.