

MORTGAGE RECORD 75

From
Roger E. Stanley et al
To
Northwestern Mutual Life Ins. Co.

MORTGAGE.

State of Kansas Douglas Co. ss
Filed for record Oct. 13th, 1928
At 11:15 A.M.

Geo. E. W. C. C. C.
Register of Deeds

This Indenture, made the nineteenth day of September A.D. 1928 between Roger E. Stanley and Katherine Stanley his wife, of the County of Douglas and State of Kansas, parties of the first part 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, party of the second part:

Witnesseth, That the said parties of the first part in consideration of Five Thousand 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 northwest fractional quarter of section three in township fourteen south, of range twenty one east, containing one hundred fifty six and twenty two one hundredths acres more or less, subject to public easement for highways as now located.

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 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 incumbrance, and hereby warrant the title thereto against all persons whomsoever.

Conditioned, however, That if Roger E. Stanley one of said parties of the first part, his heirs, executors, administrators 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 Five Thousand Dollars with interest according to the terms of a promissory note bearing even date herewith executed by Roger E. Stanley one of 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 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 party of the second part, its successors or assigns, to the amount of not less than Two Thousand dollars and against tornadoes to the amount of not less than Two Thousand Dollars (provided, however that if the policies of such insurance contain any condition or provisions 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 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 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 premium and charges thereon, and may pay said 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 instalment 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 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 (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 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 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 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 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.

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 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 mortgage.

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

In Witness Whereof, the said parties of the first part have hereunto set their hands the day and year first above written.

E. L. Rice
H. A. Schubert.

Roger E. Stanley
Katherine Stanley.

Received June 14th 1930
 The Northwestern Mutual Life Insurance Company
 and its successors and assigns
 of Milwaukee, Wisconsin
 in full payment of the debt secured by this mortgage
 and the whole indebtedness secured by this mortgage
 including all payments for taxes, assessments, insurance premiums, liens expenses and attorney's fees hereinabove specified
 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 mortgage
 and the parties of the first part hereby expressly waive and release all rights and benefits they have in said premises as a homestead under any law of rule or equity relating to the alienation, exemption or judicial sale of homesteads
 In Witness Whereof, the said parties of the first part have hereunto set their hands the day and year first above written
 E. L. Rice
H. A. Schubert.
 Roger E. Stanley
Katherine Stanley.
 Geo. E. W. C. C. C.
 Register of Deeds