

STATE OF KANSAS,
DOUGLAS COUNTY, SS.

BE IT REMEMBERED, That on this 24th day of June A. D. 1931 before me, the undersigned a Notary Public in and for said County and State, came John T. Akin, Executor of the Will and Estate of Lizzie Hermann, deceased, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

Legal Seal

My commission expires April 23rd, 1933

Walter G. Thiele Notary Public

Recorded June 25, A. D. 1931 at 9:25 A. M.

W. G. Thiele Register of Deeds

MORTGAGE

THIS INSTRUMENT, Made the twelfth day of June A. D. 1931 between Edith Z. White, unmarried, of Topeka County of Shawnee and State of Kansas, party 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 party of the first part, in consideration of Forty-five hundred dollars, to her in hand paid, the receipt whereof is hereby acknowledged, does 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 quarter of section twenty-four in township twelve south, or range eighteen east, containing one hundred sixty acres, more or less, subject to public easement for highway as now located; subject also to an easement for a pipe line granted the Sinclair Pipe Line Company by instrument dated July 31, 1923, recorded in book 114 page 57 of Douglas County Records, and subject also to an easement for and electrical transmission line granted the Kansas Electric Power Company by instrument dated June 14, 1926, and recorded in book 118 page 29 of said Douglas County Records. 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 party of the first part hereby covenants that she has good right to sell and convey said premises and that they are free from incumbrance, and hereby warrants the title thereto against all persons whomsoever.

Conditioned, however, that if the said party of the first part, her 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 Forty-five hundred dollars with interest according to the terms of a promissory note bearing even date herewith executed by the said party 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 mortgage, 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 Four thousand dollars and against tornadoes to the amount of not less than Four 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 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 party of the first part hereby agrees 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 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 cent 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 other 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 party of the first part, or any person claiming under her 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

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