58286 Book 111

THIS MORTGAGE, Made this 9th day of December A. D. 1955 by and between

Jay Lee Robertson, a single man

. . .

of the County of Douglas and State of Kansas, party of the first part, and THE VICTORY LIFE INSURANCE COMPANY, a corporation organized under the laws of Kansas, of Topeka, State of Kansas, party of the second part:

WITNESSETH, That the said party of the first part, in consideration of the sum of Three Thousand Five Hundred and No/100 ------DOLLARS, tohim in hand paid, the receipt whereof is hereby acknowledged, do es by these presents GRANT, BARGAIN, SELL and CONVEY unto the said party of the second part, its successors and assigns, all of the following described real estate, situated in the County of Douglas and State of Kansas, towit:

¢,

The East Half of the North East Quarter of Section No. Three (3), Township"No. Fifteen (15), Range No. Eighteen (18), less that portion thereof described in the deed mecorded in Book 130, Page 460 of the records of Douglas County, Kansas, in Douglas County, Kansas.

TO HAVE AND TO HOLD the same, with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said party of the second part and to its successors and alsigns, forever, And the said party of the first part does hereby covenant and agree that at the delivery hereof. he 18 the lawful owner of the the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that he will warrant and defend the same in the quiet and peaceable possession of the said party of the second part, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

PROVIDED, Always, and these presents are upon the following agreements, covenants and conditions, to-wit:

FIRST. That the party of the first part is justly idebted to the party of the second part in the sum of Three Thousand Five Hundred and No/100 ----- DOLLARS,

According to the terms of 000 certain mortgage note of even date herewith, executed by said party of the first part, in consideration of the actual loan of the said sum, and payable to the order of the said party of the second part with interest thereon at the sate of **11ve** (5) per cent per annum, payable on the first day of each month and in the sate of **11ve** (5) in each year, according to the terms of interest notes thereunto attached; both principal and interest and all other indebtedness accuing hereunder being payable in lawful money of the United States of America, at the office of THB VIC-TORY LIFE INSURANCE COMPANY; in Topeka, Kansas, and **a**K&F said notes bearing ten per cent interest after maturity.