

59390 Book 112

**This Indenture**, made the Twenty-fourth day of April, A.D. 1956,

between

Harvey M. Booth and Helen E. Booth, husband and wife,

of the County of Douglas and State of Kansas, party of the first part, and THE MUTUAL BENEFIT LIFE INSURANCE COMPANY, a corporation organized and existing under the laws of New Jersey, located at Newark, Essex County, New Jersey, party of the second part,

**Witnesseth:** that the said party of the first part, in consideration of the sum of

Seven thousand -----

Dollars,

in hand paid, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell, convey and confirm to the said party of the second part, its successors and assigns, the following described real estate in the County of Douglas and State of Kansas, to wit:

The North Half of the Northeast Quarter of Section six (6), Township fifteen (15) of Range twenty (20), subject to three easements for pipe line to The Kansas Natural Gas, Oil, Pipe Line and Improvement Company, one dated April 22, 1905 and recorded in book 78 at page 287; one dated June 27, 1905 and recorded in book 78 at page 288 and one dated July 27, 1905 and recorded in book 78 at page 329 of the Douglas County, Kansas records; Also

The East Half of the Northwest Quarter of Section six (6), Township fifteen (15), Range 20, subject to electric line easement agreement to Kansas City Power & Light Company dated April 12, 1941 and recorded in Book 142 at page 570 of the Douglas County, Kansas records and subject also to right of way grant to Cities Service Gas Company dated August 21, 1950 and recorded in book 171 at page 617 of the Douglas County, Kansas records

well casings

**It Is Agreed** that all irrigation pumps, motors, pipes and all other irrigation equipment connected therewith now or hereafter placed or installed on said premises shall be construed as affixed to and a part of the real estate hereinabove described and subject to all the provisions of this mortgage.

**To Have and to Hold** the same, with the appurtenances thereto belonging or in anywise appertaining, including any right of homestead and every contingent right or estate therein, unto the said party of the second part, its successors and assigns forever; the intention being to convey an absolute title in fee to said premises.

**And the said** party of the first part hereby covenants that he or she is or they are (as the case may be) lawfully seized of said premises and has or have good right to convey the same; that said premises are free and clear of all encumbrances; and that he, she or they will warrant and defend the same against lawful claims of all persons whatsoever.

**Provided, However,** that if the said party of the first part shall pay or cause to be paid, to the said party of the second part, its successors or assigns, the principal sum of Seven thousand ----- Dollars, according to the terms of a promissory note or notes hereinafter mentioned, with ----- installment payments as provided therein, the last installment to become due and payable on the first day of June, 1976, with interest thereon from the 24th day of April, 1956, at the rate specified in the said promissory note or notes, payable semi-annually on the first day of June and December in each year, together with