

59737 Book 112

State of Kansas

**First Mortgage**

**This Indenture**, made on this 21st day of May, 1956, by and between

ROY T. WEBB and LAURA M. WEBB, his wife,

of the County of Douglas and State of Kansas (jointly and severally, if more than one), Party of the First Part, and THE TRAVELERS INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Connecticut, with principal office in the City of Hartford, County of Hartford and State of Connecticut, Party of the Second Part (hereinafter called the "Company");

**Witnesseth:**

That the said Party of the First Part, in consideration of money in the principal sum of -----

FIFTEEN THOUSAND AND NO/100 ----- Dollars (\$ 15,000.00 )

loaned by the said Company to the Party of the First Part, the receipt whereof is hereby acknowledged, and to better secure the repayment of said principal sum together with the interest to become due thereon according to the terms of a certain promissory note herein-after described, AND ALSO to insure the faithful performance of the covenants and agreements herein contained, does by THESE PRESENTS GRANT, BARGAIN, SELL, CONVEY, CONFIRM AND MORTGAGE unto the said Company, its successors and assigns, forever, all and singular the real estate and premises lying and being in the County of Douglas and State of Kansas, as follows, to-wit:

The Northeast quarter of Section 15, Township 13, Range 18, less 28.82 acres in the Northeast corner thereof as shown by deed from William J. Cummings, et al, to R. L. Patton, recorded in Volume 117 at Page 233 in the office of the Register of Deeds of Douglas County, Kansas, said excepted tract being described as follows: Beginning at the Northeast corner of Section 15, Township 13, Range 18, thence running south along the East line of said Section 15, 1084.5 feet to the intersection of said East line with the center line of a public road running from Southeast to Northwest; thence in a Northwesterly direction along the center line of said road 2556.8 feet to its intersection with the North line of said Section 15; thence East along the North line of said Section 15, 2315 feet to point of beginning, containing 28.82 acres more or less; also, all of the Southeast quarter of Section 15, Township 13, Range 18, subject to easement for public roads, except 5 acres described as follows: Beginning on the South line of said Section 15, at a point 40 rods west of the Southeast corner of said Section, thence North 20 rods, thence west 40 rods, thence south 20 rods to the South line of said Section, thence East 40 rods to place of beginning; also, all that part of the Northeast quarter of Section 22, Township 13 Range 18, lying North of the Belvoir rock road and containing 6.12 acres, more or less, otherwise described as: Beginning at the Northwest corner of said Northeast quarter, thence East along the North line thereof 1308 feet, thence South 196 feet, thence west 1308 feet to the West line of said Northeast quarter, thence north 196 feet to the place of beginning, in Douglas County, Kansas.

The principal of the promissory note hereafter described is payable in semi-annual installments, the final installment maturing September 1, 1976.

containing in all 292 acres more or less, according to the Government survey thereof;

TOGETHER WITH all and singular the tenements, hereditaments, buildings, improvements, privileges and appurtenances thereunto belonging or in any wise appertaining, and all homestead and contingent rights and estates whatsoever therein, and also all the rents, issues and profits thereof, including all the profits, revenues, royalties, rights and benefits accruing or to accrue to the Party of the First Part under all oil, gas and mineral leases made or to be made covering said premises during the existence of this mortgage;

TO HAVE AND TO HOLD the same unto the said Company, its successors and assigns, forever, for the uses and purposes herein expressed.

MOREOVER, the said Party of the First Part HEREBY COVENANTS AND AGREES with the said Company, its successors and assigns, as follows, to-wit:

1. That some one or more of said First Party is lawfully seized of said premises in Fee Simple absolute and has good right and lawful authority to sell, mortgage and convey the same; that the same are free from all incumbrances and charges whatsoever; that said Company shall quietly enjoy and possess said premises; and that said First Party and his heirs, devisees, executors, administrators and assigns shall forever warrant and defend the title to said lands and premises against the claims of all persons whomsoever; and the said First Party further covenants and agrees that the lien created by this instrument is a first and prior lien on the above described lands and improvements.

2. To pay to said Company at its office in Hartford, Connecticut, or to its successors and assigns, the said principal sum of

FIFTEEN THOUSAND AND NO/100 ----- Dollars (\$ 15,000.00 )

and interest on the balance thereof from time to time remaining unpaid, in lawful money of the United States of America or its equivalent in New York exchange, in accordance with the terms and conditions of a certain promissory note for said principal sum, bearing even date herewith, made payable to the order of the said Company and executed and delivered to the Company by the said Party of the First Part, and secured by this mortgage.

3. To furnish and leave with said Company, during the time said promissory note and all renewals thereof shall remain unpaid, a complete abstract of title to the land hereinbefore described, which abstract, in the event of foreclosure of this mortgage, shall become the property of the grantee in the deed executed pursuant to said foreclosure.
4. To keep the said lands and improvements free from all prior incumbrances and liens or claims for liens of whatsoever nature, and to protect and defend the title and possession of said premises to the end that this mortgage shall be and remain a first lien on said premises until the indebtedness hereby secured shall be fully paid.
5. That the said Company shall be subrogated to the lien, though released of record, of any prior incumbrances on the said premises paid or discharged from the proceeds of the loan represented by the aforesaid promissory note.
6. To pay before the same become delinquent all taxes and assessments and impositions of every kind that may be levied, assessed or imposed by authority of the United States of America or by the State of Kansas or any political subdivision or municipality in said State, which may be or become a lien upon said real estate or any part thereof or interest therein, including any mineral or royalty interest therein.
7. To keep the buildings, fences and other improvements now or hereafter erected on said lands in sound condition and in good repair and to commit or permit no waste on the said premises.
8. To keep, during the existence of this mortgage, all buildings and improvements erected and to be erected on said premises constantly insured against loss and damage by fire for the sum of at least