

69002

BOOK 121

68540

BOOK 121

State of Kansas

First Mortgage**This Indenture**, made on this 23rd day of December 1958, by and

between

THE LAWRENCE SHOPPING CENTER, INC., a Kansas Corporation

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 - - - - -

FOUR HUNDRED THIRTY THOUSAND - - - - - Dollars (\$ 430,000.00)

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

Beginning at a point 415 feet west of the Northeast Corner of Section 12, Township 13 South, Range 19 East, in Douglas County, Kansas, thence South parallel to the East line of said Section 165.4 feet, thence East 130 feet to a point 165.2 feet South of the North line of said Section, thence South parallel to the East line of said Section 134.8 feet, thence East parallel to the North line of said Section 285 feet to the East line of said Section, thence South along East line of said Section 629 feet, thence West and parallel to the North line of said Section 720 feet, thence North and parallel to the East line of said Section 929 feet, to the North line of said Section, thence East 305 feet to the point of beginning.

That as additional security for the payment of the indebtedness herein described and the performance of the covenants herein contained, the Mortgagor hereby assigns to the Mortgagee all rents, income and profits due, or to become due, under leases made before or after the date hereof, the Mortgagor reserving possession and the right to collect such rents, income and profits only so long as no default exists in the payment of the indebtedness secured hereby, or in the performance of the covenants and agreements herein contained. This assignment shall become null and void upon the release of this mortgage.

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

FOUR HUNDRED THIRTY THOUSAND - - - - - Dollars (\$ 430,000.00)

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. Principal and interest of said Note are payable in monthly installments of \$3,500.00, with the last installment maturing March 1, 1975.

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 \$100,000~~ with extended coverage insurance perils included by endorsement for the sum of at least

FOUR HUNDRED THIRTY THOUSAND - - - - - Dollars (\$ 430,000.00)

in a company or companies which may be designated by the said Company, and to provide insurance against hazards other than fire in like amount, if demanded by the said Company, and that all policies of insurance without exception and of whatsoever nature and of whatever amount taken out on the said improvements or fixtures thereto attached, during the existence of the debt hereby secured, shall be constantly pledged, assigned and, with a proper mortgage clause in favor of the said Company attached thereto, delivered as issued and with premiums fully paid to the said Company. And the said Party of the First Part further agrees that in case of loss to the premises and subsequent settlement and payment therefor by any insurer, the aforesaid promissory note shall direct or toward the rebuilding or restoring of the premises, whichever the holder of the said promissory note shall elect.

For Assignment of Mortgage see Book 124 page 170
For Assignment of Mortgage see Book 124 page 181