party of the second part, its successors and assigns, all of the following described real estate, situate in the County of Douglas and State of Kansas, to wit:

Property

The East Half of the Northeast Quarter and the North Half of the East Two-thirds of the Southeast Quarter of Section Seven (7), Township Thirteen (13), Range Nineteen (19), East of the Sixth Principal Meridian, containing One Hundred Thirty-three and One-third (133-1/3) acres, more or less.

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 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 do hereby covenant and agree that at the delivery hereof, they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, and that they 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.

Warranty

Description of Notes

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 ($1,500.00) FIFTEEN HUNDRED AND NO/100 Dollars, with interest thereon from October 21st, 1932 at the rate of Five and One-half (5½) per cent. per annum, payable on the First day of October in each year, together with interest at the rate of ten per cent. per annum on any instalment of interest which shall not have been paid when due, and on said principal sum after the same becomes due or payable, according to the tenor and effect of a promissory note, bearing even date herewith, executed by the said party of the first part and payable to the order of the said THE TRAVELERS INSURANCE COMPANY, at its office in Hartford, Connecticut, and shall perform all and singular the covenants herein contained,--then this mortgage to be void, otherwise to remain in full force and effect.

Covenants

AND the said party of the first part do hereby covenant and agree to pay, or cause to be paid, the principal sum and interest above specified, in manner aforesaid, together with all costs, expenses, and charges, other than attorney's fees, incurred and paid by the said party of the second part, its successors or assigns, in collecting the amount due hereunder, or in maintaining the priority of this mortgage; and the said party of the second part, or its assigns, shall, at its or their option be entitled to be subrogated to any lien, claim or demand, paid or discharged with the money loaned and advanced by the party of the second part and secured by this mortgage.

To Pay Taxes

AND the said party of the first part do further covenant and agree until the debt hereby secured is fully satisfied to pay all legal taxes and assessments levied under the laws of the State of Kansas, on said premises, or on this mortgage, or on the note or debt hereby secured, or on the lien created by this instrument, before any penalty for non-payment attaches hereto; to abstain from the commission of waste on said premises; to keep the buildings thereon in good repair and insured to the amount of $2,000.00 in insurance companies acceptable to the said party of the second part, its successors or assigns, and assign and deliver to it or them all policies of insurance on said buildings, and the renewals thereof, and in case of failure to do so, the said party of the second part, its successors or assigns, may pay such taxes and assessments, make such repairs or effect such insurance; and the amounts paid therefor, with interest thereon, from the date of payment, at the rate of ten per cent. per annum, shall be collectible with, as part of, and in the same manner as, the principal sum hereby secured.

To Insure, etc.

Default for Non-Payment of Interest, etc.

AND the said party of the first part do further covenant and agree that, in case of default in the payment of any instalment of interest or in the performance of any of the covenants or agreements herein contained, then or at any time thereafter during the continuance of such default the said party of the second part, its successors or assigns, may at its or their option, without notice, declare the entire debt hereby secured immediately due and payable and thereupon, or in case of default in payment of said promissory note at maturity, said party of the second part, its successors or assigns, shall be entitled to the immediate possession of said premises and may proceed to foreclose this mortgage and, in case of foreclosure, the judgment rendered shall provide that the whole of said premises be sold together and not in parcels.

Surrender of Possession

AND it is also agreed that in the event of any default in payment or breach of any covenant or condition herein, the rents and profits of said premises are pledged to the party of the second part, or its assigns, as additional collateral security, and said party of the second part, or assigns, shall be entitled to possession of said premises by receiver or otherwise as they may elect. Said possession shall in no manner prevent or retard the party of the second part in the collection of said sums by foreclosure or otherwise.

Renewal

It is hereby further agreed and understood that this mortgage secures the payment of the principal note and interest notes herein described, and all renewal, principal or interest notes that may hereafter be given, in the event of any extension of time for the payment of said principal debt, to evidence said principal or the interest upon the same during the said time of extension.

As additional and collateral security for the payment of the note and indebtedness hereinbefore described, the said parties of the first part hereby assign to the said party of the second part all the profits, revenues, royalties, rights and benefits accruing or to accrue to them under all oil, gas or mineral leases on said premises. This assignment to terminate and become null and void upon the release of this mortgage.

IN WITNESS WHEREOF the said party of the first part have hereunto set their hands the day and year first above written.

Burt S. Sanders
Minnie R. Sanders

STATE OF KANSAS)
) SS.
COUNTY OF SHAWNEE)

Certificate of Acknowledgment

BE IT REMEMBERED, That on this 3rd day of June A. D., 1933, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came BURT S. SANDERS and MINNIE R. SANDERS, his wife, to me personally known to be the same persons who executed the foregoing instrument, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Legal Seal
(My commission expires May 21st 1937)

Wyatt Roush
Notary Public

Recorded June 9, A. D. 1933 at 9:30 A. M. Ohio E. Armstrong Register of Deeds

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The following is endorsed on the original instrument
The Travelers Insurance Company, the mortgagee within named, does hereby acknowledge full payment of the debt secured by the foregoing mortgage and authorizes the Register of Deeds of Douglas County, Kansas, to discharge the same of record. In witness whereof, the said Company has caused these presents to be signed by its Vice President and its common seal to be affixed this 31st day of March, A.D. 1937.
The Travelers Insurance Company.
By H. H. Armstrong Vice President
(H.H. Armstrong)
Corp Seal

This Release was written on the original Mortgage entered this 7th day of April 1937
Hulda A. Beck Reg. of Deeds
Fred W. [illegible] Dep.