

MORTGAGE RECORD 85

described as beginning at a point in the north line of the Southeast Quarter of said Section Seventeen (17), 1155 feet west of the northeast corner of said quarter section, thence south parallel to the east line of said quarter section 1070 feet to the center of Wakarusa River, thence in a southwesterly, westerly and northwesterly direction following the center of said river to the intersection with the north and south line parallel with and 814.3 feet west of the line running south from the point of beginning, thence north from the center of said river 1730 feet to a point in the north line of the Southeast Quarter of said Section Seventeen (17), thence Easterly along the north line of said quarter section 814.3 feet to the point of beginning, all East of the Sixth Principal Meridian,

Containing in all 174 acres more or less, according to the Government survey thereof;

TOGETHER WITH all and singular the tenements, hereditaments, buildings, improvements, privileges, and appurtenances thereto 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 same 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 THIRTY FIVE HUNDRED AND NO/100 - - Dollars (\$3,500.00) 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 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 Three Thousand and no/100 - - Dollars (\$3000.00) 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 entire settlement proceeds or amount so paid shall be applied to such portion of the debt hereby secured as the holder of 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.
9. That in the event the said premises or any part thereof, in the judgment of the said Company, require inspection, repair, care or attention of any kind or nature not theretofore furnished and provided by the Party of the First Part, the Company herein, being hereby made the sole judge of the necessity therefor, after having made reasonable attempt to notify the Party of the First Part, may enter or cause entry to be made upon the said premises and may inspect, repair or maintain the same as the said Company may deem necessary or advisable and may make such expenditures and outlays of money as the said Company may deem essential for the preservation of the mortgage security.
10. That in the event ownership of the mortgaged premises or any part thereof becomes vested in a person or persons other than the Party of the First Part, the Company may, without notice to the Party of the First Part, deal with such successor or successors in interest with reference to this mortgage and the note hereby secured, either by way of forbearance on the part of the Company or extension of the time of payment of the debt or any sum hereby secured, without in any way releasing, discharging, modifying, changing or in any wise affecting the lien of this mortgage or the original liability of the Party of the First Part on the note hereby secured, either in whole or in part.
11. That in case the Party of the First Part allows the said premises to be or become subject to any lien or incumbrance superior to the lien of this mortgage, or in case the said First Party fails to pay all taxes, assessments and impositions as above provided, or in case the said First Party fails to keep and maintain said premises in sound condition and in good repair and insured as above provided, the said Company or the lender holder or holders of the aforesaid promissory note may at its, his, her or their option, without demand or notice and without waiver of any right arising from the breach of any of these covenants by said First Party, pay or remove or discharge any such lien or incumbrance, pay such taxes, assessments and impositions or redeem the premises from tax sale, make such repairs and properly maintain the said premises, effect such insurance, and proper receipts shall be conclusive evidence of the amounts and validity of such payments, and all moneys paid for any such purpose or to protect the said Company's interest in the said premises shall be immediately due and payable with interest thereon at the rate of ten percent per annum until paid and shall, together with interest as provided, become so much additional indebtedness secured by this mortgage.
12. That if default be made in the payment of said note or any part thereof or of any installment

The Travelers Insurance Company, the mortgagee, with name, does hereby acknowledge full payment of the debt secured by the foregoing mortgage, and authorizes the City of St. Louis, Missouri, to discharge the same from its records. Witness my hand and the seal of said City, this 29th day of January 1944.

The Travelers Insurance Company,

(City Seal)

Handwritten: 1/29/44

THE RELEASE
OF THIS MORTGAGE
IS NOT VALID
UNLESS IT IS
MADE BY THE
MORTGAGEE