Reg. No. 7026
Fee Paid $12.75

38416 BOOK 96

State of Kansas

First Mortgage

This Indenture, made on this 6th day of July 1949, by and between

A. B. SANDERS and FRANCES L. SANDERS, husband and 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 - - - - - - - - - - - - -

FIVE THOUSAND ONE HUNDRED and no/100- - - - - - - - - - - - - - Dollars ($5,100.00.)

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 hereinafter 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:

All of Lot No. 6, in Block No. 6, in UNIVERSITY PLACE, an addition to the City of Lawrence, Kansas, according to the recorded plat 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

   FIVE THOUSAND ONE HUNDRED and no/100- - - - - - - - - - Dollars ($5,100.00.)

   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.

   Said promissory note is payable in monthly installments, the final installment maturing June 1, 1959.
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 with extended coverage perils included by endorsement for the sum of at least

   FIVE THOUSAND ONE HUNDRED and no/100- - - - - - - - - - - Dollars ($5,100.00.) 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 if the Company shall hereafter appear in any Court or tribunal whatever to preserve, protect or enforce the title or possession of the above described land, or to defend or to establish the priority or validity of this mortgage lien, all cost and expense incurred therein by the Company, together with a reasonable attorney's fee, with interest thereon at 10% per annum, shall be paid by the Party of the First Part on demand and shall be part of the debt secured by this mortgage.
10. 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 said premises insured as above provided, the said Company or the legal 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, 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 aforesaid, become so much additional indebtedness secured by this mortgage.

This release was written on the original mortgage entered this 21 day January 1954
Harold A. Beck
Reg. of Deeds
Barbara Seiber
Deputy