

Together with a Grant of Easement and Right of Way to the use of a private driveway for ingress, egress and regress to the above described property, said easement having been granted by J. L. Constant and Frances Constant to the First party hereto, on July 15, 1948, easement being to the following described property:

Starting at a point three hundred and six tenths feet (300.6') South and three hundred fourteen and ninety-two hundredths feet (314.92') East of the Center quarter (1/4) corner of Section thirty-six (36), Township twelve South (T-12-S) Range nineteen East (R-19-E); thence (North 27°10' West) a distance of ninety-seven and four tenths feet (97.4'); thence (North 11°10' West) a distance of ninety-one and nine tenths feet (91.9'); thence (North 0°24' East) a distance of two hundred and forty-three and eighty-five hundredths feet (243.85'); thence West a distance of one hundred thirty-eight and thirty-three hundredths feet (138.33'); thence North a distance of two hundred thirteen feet (213') to point of beginning; thence (North 26°41' East) a distance of one hundred thirty-one and eight tenths feet (131.8') to the South line of Tenth (10th) Street of City of Lawrence, Kansas; thence West a distance of fifty-nine and two tenths feet (59.2'); thence South a distance of one hundred seventeen and forty-five hundredths feet (117.45') to the point of beginning in Douglas County, Kansas.

With all the appurtenances and all the estate, title and interest of said first party therein, and first party does hereby covenant and agree that at the delivery hereof it is 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.

This grant is intended as a mortgage to secure the payment of the sum of Fifteen Thousand (\$15,000.00) Dollars according to the terms of one certain mortgage note this day executed and delivered by the said corporation to second party, and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part, or its assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount due for principal and interest, together with the costs and charges of making such sale,