

the Northwest Quarter of the Northeast Quarter of said Section Eight (8); thence West 300 feet along the South line of land conveyed to the State Highway Commission as aforesaid; thence South 300 feet; thence East 300 feet; thence North 300 feet to place of beginning.

with all the appurtenances, and all the estate, title and interest of the said Parties of the First Part therein, And the said Parties of the First Part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all former grants and encumbrances, excepting easement granted to the Cities Service Gas Company by instrument recorded in Book 137 at page 223 of the records in the office of the Register of Deeds of Douglas County, Kansas.

Parties of the First Part shall pay all taxes and assessments levied on the said real estate as the same become due and payable; and should they fail so to do, the Party of the Second Part may pay such taxes and assessments, and any penalty thereon, which the Parties of the First Part shall pay to the Party of the Second Part upon his demand with interest thereon at the rate of 10% per annum.

This grant is intended as a mortgage to secure the payment of the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) according to the terms of one certain note this day executed and delivered by the said Parties of the First Part to the said Party of the Second Part and this conveyance shall be void if such payments be made as herein specified. But if default be made in any payment of interest on said note as the same becomes due and payable, or in the payment of principal on the due date thereof, or in payment of taxes and assessments, then this conveyance shall become absolute, and the whole amount of unpaid principal and accrued interest thereon, and unpaid taxes and assessments shall become due and payable and it shall be lawful for the said Party of the Second Part, his heirs and 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 pay taxes, and to retain to himself the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the Party making such sale, on demand to said Parties of the First Part, their assigns, and the heirs and assigns of the survivor of them. In the event the proceeds from such sale are insufficient to pay such taxes, costs, charges, principal and interest, the Parties of the First Part shall pay such deficiency to said Party of the Second Part.

IN WITNESS WHEREOF, the Parties of the First Part have hereunto set their hands the day and year first above written.

Paul Richard Anderson  
Paul Richard Anderson

Fae Ann Anderson  
Fae Ann Anderson

STATE OF KANSAS )  
DOUGLAS COUNTY, ) SS.

BE IT REMEMBERED, that on this 14 day of July, A.D. 1953, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Paul Richard Anderson and Fae Ann Anderson,