

MORTGAGE

59708

Book 112

THIS INDENTURE, Made this 10th day of May, 1956, between The Lawrence Country Club, a corporation, duly organized, incorporated and existing under and by virtue of the Laws of the State of Kansas, and having its principal place of business at Lawrence, Kansas, party of the first part, and The Lawrence National Bank, Lawrence, Kansas, a corporation, party of the second part.

WITNESSETH, that the said party of the first part, in consideration of the sum of Five Thousand Dollars (\$5,000.00), to it duly paid, the receipt of which is hereby acknowledged, has sold and by this indenture does grant, bargain, sell and mortgage to the said party of the second part the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

(1) The North Half (1/2) of the Southeast Quarter (1/4) of Section Twenty-six (26), Township Twelve (12), Range Nineteen (19), except the following described property deeded August 30, 1895, to Henry S. Clarke: Beginning 16 chains and 40 links South of the Northeast corner of the said Southeast 1/4 of Section 26; thence South along the section line 3 chains and 60 links to the South line of the North 1/2 of the Southeast 1/4; thence West along the South line of said North 1/2 of the Southeast 1/4 4 chains and 40 links to center of road; thence Northeast along the center of road to beginning, subject to said road; Also less 3.30 acres deeded to the Kansas Turnpike Authority, said deed dated August 20, 1955, and recorded November 10, 1955, in Book 191 at Page 281 in the office of the Register of Deeds of Douglas County, Kansas; all in Douglas County, Kansas.

(2) And the West Fifty (50) acres of a tract described as the South Half (1/2) of the Northeast Quarter (1/4) of Section Twenty-six (26), Township Twelve (12), Range Nineteen (19), less right of way for street over the North 30 feet of the Southeast 1/4 of said Northeast 1/4, also less the following described tract; Beginning at the Southeast corner of the Northwest 1/4 of said Northeast 1/4; thence West 1-1/2 rods; thence South 16 rods; thence East 20 rods; thence North 16 rods; thence West 18-1/2 rods to the place of beginning, being Forty-eight (48) acres, in Douglas County, Kansas.

(3) Commencing at the Southwest corner of the North Half (1/2) of the Northeast Quarter (1/4) of Section Twenty-six (26), Township Twelve (12) South of Range Nineteen (19) East of the Sixth Principal Meridian; thence North 4.32 chains; thence East 4 chains; thence Southeast to a point on the South line of the North 1/2 of said Northeast 1/4 section, 12-1/4 chains East from point of beginning; thence West to place of beginning, in Douglas County, Kansas.

Including the rents, issues and profits thereof; provided, however, that the Mortgagors shall be entitled to collect and retain the rents, issues and profits until default hereunder.

The said party of the first part 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 encumbrances. This mortgage is given subject to one of Twenty Thousand

*For Partial Release see Book 132 Page 10*