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Beginning at a point 140 feet South of the center of Section 36, Township 12, Range 19, Lawrence, Douglas County, Kansas, and running thence South along the center line of said Section, 190 feet to a point in the center of the highway marked by two heavy copper wires set in the concrete pavement; thence East along the center line of said highway, 264 feet; thence North 60 degrees East 58.8 feet to a cross cut in the concrete pavement; thence North 27 degrees 10 minutes west, 97.4 feet to a concrete monument; thence North 10 degrees 10 minutes west, to a point due East of the point of beginning; thence West to the point of beginning, less public streets and roads;

together with the appurtenances and all the estate, title and interest of the said Mortgagor therein, and the said Mortgagor does hereby covenant and agree that, at the delivery hereof, it is the lawful owner of the above described real estate and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, except a first mortgage to The William Rockhill Nelson Trust, securing the payment of the principal sum of \$60,000.00 and interest, and that it will warrant and forever defend its title to the same.

THE MORTGAGOR AGREES:

1. That it will pay, before the same become delinquent, all taxes and assessments which may be legally levied against the real estate mortgaged;
2. That it will keep the improvements on the real estate mortgaged insured to the full insurable value thereof against loss by fire and also other hazards included under the term "extended coverage"; any loss under the policy or policies for such insurance to be paid to the Mortgagee as its interest may appear;
3. That it will maintain the property mortgaged and all the improvements thereon in a first-class state of repair, satisfactory to the Trustee;
4. That it will make all payments due under the terms of the first mortgage on this property strictly according to the terms of said mortgage and of the promises to pay secured thereby;
5. That it will pay to the Trustee, five days before interest becomes due, sufficient moneys to pay the interest on all Notes and Certificates then outstanding;
6. That it will pay to the Trustee, ten days before the first day of June, 1958, and annually thereafter, the sum of \$2,000.00, or more at its election,
 - a. \$1,000.00 thereof to be used for the payment of Certificates drawn by lot by the mortgagor and certified to the Trustee as the Certificates to be paid, unless payment is waived by the holders thereof; and
 - b. The remainder of such sum to be paid pro rata on those of the above mentioned notes then outstanding; and