

MORTGAGE

THIS INDENTURE, Made this 4th day of January, 1958, between Haydn Jones of Lawrence, Kansas, in the County of Douglas and State of Kansas, party of the first part, and The Lawrence National Bank, Lawrence, Kansas, party of the second part.

WITNESSETH, that the said party of the first part, in consideration of the sum of One Dollar (\$1.00) and the further covenants, agreements, and advancements hereinafter specified to him duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and mortgage to the said party of the second part, its successors and assigns, forever, the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Beginning at a point on the North Right of Way line of Kansas State Highway No. Ten (10), 989.6 feet West of the East Line of the Southeast Quarter of the Southwest Quarter of Section Five (5), Township Thirteen (13), South, Range Twenty (20) East; thence North to the North line of said Southeast Quarter of Southwest Quarter of said Section Five (5); thence West along said North line 160 feet; thence South to the North Right of Way Line of Kansas State Highway No. Ten (10), thence East 160 feet to point of beginning, together with an easement and right to connect, construct, maintain and repair a water pipe line to the well now located on the West 165 feet of said Southeast Quarter of the Southwest Quarter of Section Five (5), Township Thirteen (13), Range Twenty (20), all in Douglas County, Kansas.

with the appurtenances and all the estate, title and interest of the said party of the first part therein.

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

And the said party of the first part does hereby covenant and agree that at the delivery hereof he is the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, except a certain Real Estate Mortgage given by Haydn Jones and Jeanette Jones, his wife, to Bernard B. Pipes and I. H. Pipes, dated May 25, 1953, in the original amount of \$7,000.00. Said mortgage duly recorded on May 26, 1953, at 10:50 a.m. in Book No. 104, Page 47 of the records of Douglas County, Kansas; and that he will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the party of the first part shall at all times during the life of this indenture, pay all taxes and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the party of the second part, the loss, if any, made payable to the party of the second part to the extent of its interest. And in the event that said party of the first part shall fail to pay such taxes when the same become due and payable or to keep said premises insured as herein provided, then the party of the second part may pay said taxes and insurance, or either, and the amount so paid shall become a part of the indebtedness, secured by this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

This grant is intended as a mortgage to secure the payment of any sum or sums of money which may be advanced by the party of the second part, or its assigns, to the party of the first part herein, at date hereof or from time to time, as the parties hereto or either of them may now or hereinafter agree, with interest on said advancements from the date of the