

The South Half of Lot No. Forty-five (45) on Massachusetts Street in the City of Lawrence, Douglas County, Kansas; also

Beginning at the Southeast corner of the Northwest Quarter of Section Thirty-six (36), Township Twelve (12), Range Nineteen (19), thence West 18.50 chains; thence North 8°30' East 12.87 chains; thence East 8.96 chains, thence South .91 chains; thence East 1.045 chains to an iron stake for a point of beginning; thence East 261.5 feet to an iron stake; thence South 361 feet to the southerly edge of the 9 foot paved concrete roadway; thence following the curves of the southerly edge of the said concrete paved roadway South 58°24' West 103 feet; South 32°35' West 100 feet; South 24°29' West 100 feet; thence South 60°11' West 50 feet; thence leaving the southerly edge of the said concrete paved roadway North 80°51' West 50 feet to the center of the said concrete paved roadway; thence North 37°11' West 50 feet to the easterly edge of said paved roadway; thence following said easterly edge North 2°21' East 50 feet; thence North 16°05' East 100 feet to an iron stake; thence leaving the said easterly edge of said concrete paved roadway and running North 8°16' East 99.5 feet to the point of beginning, excepting and reserving a strip 12 feet in width on the northerly and easterly sides of the above described roadway for the purpose of widening the same to a 24 foot public roadway, containing exclusive of said reservation .97 of an acre, now in the City of Lawrence, Douglas County, Kansas; also

Beginning at a point on the center line of Warren Street (now Ninth Street) produced from the City of Lawrence 2.57 chains West of the East boundary of the Northwest Quarter of Section Thirty-six (36), Township Twelve (12), Range Nineteen (19) thence West 5.07 chains, thence South 5.91 chains, thence East 5.07 chains, thence North 5.91 chains to the place of beginning in the City of Lawrence, less the following described tract: Beginning at a point on the center line of Warren Street (now Ninth Street) produced from (now within) the City of Lawrence, 2.57 chains West of the East boundary of the Northwest Quarter of Section 36, Township 12, Range 19, thence West 5.07 chains, thence South 4.15 chains, thence East 5.07 chains, thence North 4.15 chains to the place of beginning, Douglas County, Kansas; also

Beginning at the Southeast corner of the North West Quarter of Section Thirty-six (36), Township Twelve (12) South, Range Nineteen (19) East of the 6th P.M. in Douglas County, Kansas, thence West 18.5 chains, thence North 8 degrees and 30 minutes, East 12.87 chains, thence East 8.96 chains, thence South .91 of a chain, thence East 1.045 chains, thence East 261.5 feet for a point of beginning, thence East 4.15 feet, thence North 1.045 chains, thence East 2.57 chains, thence South 379.5 feet, thence West 400.2 feet, thence North 27.3 feet, thence following the curves of the southerly edge of a 9 foot paved concrete roadway, North 60 degrees and 14 minutes East 50 feet, thence North 24 degrees and 29 minutes East 100 feet, thence North 32 degrees and 35 minutes, East 100 feet, thence North 58 degrees and 24 minutes East 103 feet, thence North 38.1 feet to place of beginning, and containing 2.4 acres more or less, as per survey No. 461 on file in the office of the County Surveyor in Book 3, and Page 13, now in the City of Lawrence, Douglas County, Kansas.

See Survey Return for Block 140 - Page 341

(It is understood and agreed that this is a purchase money mortgage.)

Together with all heating, lighting, and plumbing equipment and fixtures, including stokers and burners, screens, awnings, storm windows and doors, and window shades or blinds, used on or in connection with said property, whether the same are now located on said property or hereafter placed thereon.

TO HAVE AND TO HOLD THE SAME, With all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, forever, and hereby warrant the title to the same.

PROVIDED ALWAYS, And this instrument is executed and delivered to secure the payment of the sum of Eighty-five Thousand and No/100 ----- DOLLARS

with interest thereon, advanced by said Capitol Federal Savings and Loan Association, and such charges as may become due to said second party under the terms and conditions of the note secured hereby, which note is by this reference made a part hereof, to be repaid as follows:

In monthly installments of \$965.18 each, including both principal and interest. First payment of \$965.18 due on or before the 10th day of March, 1960, and a like sum on or before the 10th day of each month thereafter until total amount of indebtedness to the Association has been paid in full. Said note has been modified by endorsement to provide for the first payment of principal and interest to be due on or before May 10, 1960.

Said note further provides: Upon transfer of title of the real estate, mortgaged to secure this note, the entire balance remaining due hereunder may at the option of the mortgagee, be declared due and payable at once.

It is the intention and agreement of the parties hereto that this mortgage shall also secure any future advancements made to first parties, or any of them, by second party, and any and all indebtedness in addition to the amount above stated which the first parties, or any of them, may owe to the second party, however evidenced, whether by note, book account or otherwise. This mortgage shall remain in full force and effect between the parties hereto and their heirs, personal representatives, successors and assigns, until all amounts due hereunder, including future advancements, are paid in full, with interest; and upon the maturing of the present indebtedness for any cause, the total debt on any such additional loans shall at the same time and for the same specified causes be considered matured and draw ten per cent interest and be collectible out of the proceeds of sale through foreclosure or otherwise.

First parties agree to keep and maintain the buildings now on said premises or which may be hereafter erected thereon in good condition at all times, and not suffer waste or permit a nuisance thereon. First parties also agree to pay all taxes, assessments and insurance premiums as required by second party.

First parties also agree to pay all costs, charges and expenses reasonably incurred or paid at any time by second party, including abstract expenses, because of the failure of first parties to perform or comply with the provisions in said note and in this mortgage contained, and the same are hereby secured by this mortgage.