

- 2 -

Beginning at a point 372.56 feet North 89° 55' 40" East of the Southwest corner of the Northeast Quarter of the Southeast Quarter of Section Twenty-six (26), Township Twelve (12) South, Range Nineteen (19) East, thence North 6° 26' 40" East 25.16 feet, thence South 89° 55' 40" West 217.62 feet, thence South 32° 55' 40" West 29.80 feet, thence to the point of beginning, 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 Quarter of said Northeast Quarter, also less the following described tract: Beginning at the Southeast corner of the Northwest Quarter of said Northeast Quarter; 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 Mortgagor 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 a mortgage of \$20,000.00 to The Lawrence National Bank, dated January 28, 1953, and recorded March 6, 1953, in Book 103 at Page 399 of the records of Douglas County, Kansas, on which there is a balance due of \$ 4,800.00. This mortgage is also subject to a mortgage of \$7,700.00 to The Lawrence National Bank, dated May 10, 1956, and recorded in Book 112 at Page 440 of the records of Douglas County, Kansas, on which there is a balance due of \$ 500.00. This mortgage is also subject to a mortgage of \$5,000.00 to The Lawrence National Bank, dated May 10, 1956, and recorded in Book 112 at Page 445 of the records of Douglas County, Kansas, on which there is a balance due of \$ 1,450.00. This mortgage is also subject to a mortgage of \$55,000.00 to The Lawrence National Bank, dated January 14, 1959, and recorded in Book 120 at page 500 of the records of Douglas County, Kansas, on which there is a balance due of \$1,800.00. And that it 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 the taxes or assessments that may be taxed or levied upon said real estate when the same become due and payable, and that it will keep all buildings on said premises insured against fire, wind and tornado in such sum and with such insurance company as may be agreeable to the party of the second part, the loss, if any, made