

Reg. No. 18,499
Fee Paid \$11.25

MORTGAGE 83682 BOOK 133 316-2 Crane & Co., Inc., Stationers, Office Outfitters, Legal Blanks, Topeka, Kansas
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THIS INDENTURE, Made this 20th day of March, A. D. 1963,
between Robert D. Burgess and Evelyn Leona Burgess, his wife; Charles W. Smith
and Ardith A. Smith, his wife.

of Douglas County, in the State of Kansas, of the first part,
and Douglas County State Bank, a Corporation
of Douglas County, in the State of Kansas, of the second part:

WITNESSETH, That said parties of the first part, in consideration of the sum of
Fifty-Seven Hundred and no DOLLARS,

the receipt of which is hereby acknowledged, do by these presents, Grant, Bargain, Sell, and Convey unto said party
of the second part, & its assigns, all the following-described real estate, situated in Douglas

County and State of Kansas, to wit:
The North Ninety (90) feet of Lot One (1) in Burgess Subdivision of a Portion of the
West One-Half (1/2) of Block Forty-Six (46), West Lawrence, being a part of a tract
of land described in deed recorded May 23, 1962, in Book 221, Page 470 of the Records
of the Register of Deeds, Douglas County, Kansas, as follows:

Beginning Three Hundred (300) feet North and Forty (40) feet West of the Southeast
corner of the Southwest Quarter of Block Forty-six (46), West Lawrence, thence
West One Hundred Twenty-five (125) feet, thence South One Hundred Eighty-three
(183) feet, thence East One Hundred Twenty-five (125) feet, thence North One
Hundred Eighty-three (183) feet, to the point of beginning, all in the Southwest
Quarter of Block Forty-six (46), West Lawrence, in the City of Lawrence, Kansas,
referred to for convenience as Lots Ten (10), Eleven (11), Twelve (12), and Thirteen
(13), in the Southwest Quarter of Block Forty-six (46), West Lawrence.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances
thereunto belonging or in anywise appertaining, forever.

PROVIDED, ALWAYS, And these presents are upon this express condition, that whereas, said
parties of the first part
have this day executed and delivered one certain promissory note in writing to said party of the
second part, of which the following IS A MEMORANDUM:

Date: March 20, 1963
Amount: \$5700.00
Maturity: March 20, 1968

Principal and interest payable \$110.20 June 20, 1963, and \$110.20
the 20th of each month thereafter. From each installment interest
shall first be deducted and the remainder applied toward reduction
of the principal.

NOW, If said parties of the first part shall pay or cause to be paid to said party of the second part, and its
assigns, said sum of money in the above-described note mentioned, together with the interest thereon, according
to the terms and tenor of the same, then these presents shall be wholly discharged and void; and otherwise shall remain in
full force and effect. But if said sum or sums of money, or any part thereof, or any interest thereon, is not paid when the
same is due, or if the taxes and assessments of every nature which are or may be assessed and levied against said premises,
or any part thereof, are not paid when the same are by law made due and payable, then the whole of said sum and sums,
and interest thereon, shall and by these presents become due and payable at the option of the holder hereof, and said part
of the second part shall be entitled to the possession of said premises.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their
hands, the day and year first above written.

Robert D. Burgess
Robert D. Burgess
Evelyn Leona Burgess
Charles W. Smith
Ardith A. Smith