

(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 the 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.

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 payable to the second party to the extent of its interest. And in the event the 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 the sum of \$28,000.00 according to the terms of one certain written obligation for the payment of said sum of money executed under date of November 3, 1964, and by its terms made payable to party of the second part with all interest accruing thereon, according to the terms of said obligation, and also to secure any sum or sums of money advanced by the said party of the second part to pay for any insurance or to discharge any taxes, with interest thereon as provided, in the event that said party of the first part shall fail to pay the same as provided in this indenture.

And this conveyance shall be void if such payments be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not paid when the same become due and payable, or if the insurance is not kept up, as provided herein, or if the buildings on said real estate are not kept in as good repair as they now are, or if waste is committed on said premises, then this conveyance shall become absolute and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall immediately mature and become due and payable at the option of the holders hereof, without notice, and it shall be lawful for the said party of the second part, or assigns, to take possession