

SECOND MORTGAGE

BOOK 149

This mortgage, made this 29 day of December, 1987, by and between Jack H. Sharp and Celeste A. Sharp, husband and wife, and C. N. Shorten and Rose M. Shorten, husband and wife, [hereinafter referred to jointly as "Mortgagor"], and Ridglea, Inc., a Kansas corporation, [hereinafter referred to as "Mortgagee"],

WITNESSETH:

WHEREAS, Mortgagor, for and in consideration of the sum of Ten and No/100 [\$10.00] Dollars, and other valuable considerations, to them in hand paid by Mortgagee, the receipt and legal sufficiency whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey unto said Mortgagee, and to its successors and assigns forever, all of the following described real estate lying and situated in the County of Douglas and State of Kansas, to-wit:

Lots Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), in Block Seven (7), and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), and Ten (10), in Block Five (5), all in PIONEER RIDGE, an Addition to the City of Lawrence, in Douglas County, Kansas, subject to those special assessments, now of record and those special assessments to be levied on improvements, made and to those utility easements now of record,

together with all buildings, appurtenances and improvements thereon situate or which may hereafter be erected or placed thereon, and all right, title and interest of Mortgagor in and to all street, boulevards, avenues or other public thoroughfares in front of and adjoining the above described real estate, including all easements, licenses and rights-of-way thereunto attached or belonging, and also all fixtures