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Beginning at the Southwest corner of the Northwest Quarter of Section Twenty-one (21), in Township Thirteen (13) South of Range Nineteen (19), East of the Sixth Principal Meridian, thence North on Section line 300 feet, thence East parallel with the South line of said Northwest Quarter 435.6 feet, thence South 300 feet to the South line of said Northwest Quarter, thence West along the South line of said Northwest Quarter 435.6 feet, to the point of beginning. Beginning at the Northwest corner of Lot 36, in Rancho-ro Valley West Subdivision; thence East along the North line of Lot 36 and Lot 35 a distance of 435.6 feet; thence South 155.58 feet, more or less, to a point due East of the Southeast corner of said Lot 36; thence West 435.6 feet, more or less, to the Southwest corner of Lot 36; thence North along the West line of Lot 36 to the point of beginning; being all of Lot 36 and a part of Lot 35, in Rancho-ro Valley West Subdivision, in Douglas County, Kansas, as shown by the recorded plat thereof.

with the appurtenances and all the estate, title and interest of the said part ies of the first part therein.

And the said part ies of the first part do hereby covenant and agree that at the delivery hereof they are the lawful owners of the premises above granted and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances, EXCEPT Mtg. Bk. 15 Pg. 62, Mtg. 66, for $10,650 & $2,650 resp., Raymond C. & Caroline B. Flory to The First Nat'l Bank of Lawrence, recorded book 1321 p. 593, & book 144, p. 562

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part ies of the first part shall pay all taxes and assessments that may be levied or assessed against said real estate when the same become due and payable, and that they will keep the buildings now and that may hereafter be erected upon said premises insured by such insurance company as shall be satisfactory and directed by the part y of the second part, the loss, if any, made payable to the part y of the second part to the extent of its interest. And in the event that said part ies of the first part shall neglect or refuse upon request to pay said taxes and assessments or to keep said premises insured as herein provided, then the part y of the second part may pay such taxes and assessments, 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.

And it is agreed as a condition of the granting of this loan that

Eighteen thousand and no/100 DOLLARS

according to the terms of a certain written obligation of the said part ies of the first part, executed by the said part ies of the first part to the part y of the second part, bearing even date herewith, and payable to the part y of the second part, or bearer, according to the tenor of said obligation and also to secure any and all sums of money advanced by the said part y of the second part to pay for any insurance, or to discharge any taxes, charges or assessments as herein provided, in the event that said part ies of the first part shall fail to pay the same as herein provided in this indenture.

And it is understood that the said part ies of the first part shall be entitled to the full possession and enjoyment of the said premises until default be made in the payment of the said sum of money or of the interest thereon, or some part thereof, or any installment thereof, or of some part thereof, as herein specified, or in case default be made in the performance of some one of the covenants hereinbefore contained.

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation thereon contained, and all benefits accruing thereunder, shall extend and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, successors and assigns of the respective parties hereto.

In Witness Whereof, the part ies of the first part to these presents have hereunto set their hands and seal s the day and year last above written.

Raymond C. Flory (SEAL)

Caroline B. Flory (SEAL)

STATE OF KANSAS
DOUGLAS COUNTY } ss.

BE IT REMEMBERED, That on this fifth day of January A. D. 1968, before me, Notary Public in the aforesaid County and State, came Raymond C. Flory and Caroline B. Flory, husband and wife

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission Expires June 17, 1969 Warren Rhodes Notary Public

WARREN RHODES NOTARY PUB. DOUG. COUNTY, KANS.

Recorded January 15, 1968 at 10:36 A.M. Janice Beem Register of Deeds