

All that part of the Northwest Quarter of the Northeast Quarter of Section 21, Township 12 South, Range 19 East of the Sixth Principal Meridian, lying North of the Kansas Turnpike, less tracts described in Deed Book 227, Page 207; Deed Book 227, Page 211; Deed Book 251, Page 124, and Deed Book 254, Page 188. Also commencing at the Southwest corner of the Southeast Quarter of Section 16, Township 12 South, Range 19 East of the Sixth Principal Meridian, thence East 52 rods, thence North 30-10/13 rods, thence West 52 rods, thence South 30-10/13 rods to beginning, containing 10 acres. All in Douglas County, Kansas.

also

Lots One (1) and Eight (8), in Block One (1), in Smith's Subdivision of portions of Addition 6 & 7, in that part of the City of Lawrence formerly known as North Lawrence, and a tract commencing at a point 40 rods North and 11 rods East of the Southeast corner of the Northeast Quarter of Section 30, in Township 12, or Range 20, thence South 100 feet, thence West 46.5 feet, thence North 100 feet, thence East to the place of beginning, in Addition No. 7, in that part of the City of Lawrence formerly known as North Lawrence, and being the same land shown as Tract "A" on the plat of Smith's Subdivision of portions of Additions 6 & 7, in that part of the City of Lawrence formerly known as North Lawrence, in Douglas County, Kansas.

THE ATTACHED DESCRIPTION FORMS A PART OF THIS MORTGAGE

Including the rents, issues and profits thereof provided however that the Mortgagors shall be entitled to collect and retain the rents, issues and profits until default hereunder.

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

And the said parties 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, no exceptions

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 parties of the first part shall at all times during the life of this indenture, pay all taxes and assessments that may be levied or assessed against said real estate when the same becomes due and payable, and that they will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the parties of the second part, the loss, if any, made payable to the parties of the second part to the extent of its interest. And in the event that said parties 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 parties 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

Two Thousand Six Hundred and no/100-----DOLLARS.

according to the terms of one certain written obligation, for the payment of said sum of money, executed on the twentieth day of February 19 68 and by its terms made payable to the parties 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 parties of the second part to pay for any insurance or to discharge any taxes with interest thereon as herein provided, in the event that said parties 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 are now, 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 holder hereof, without notice, and it shall be lawful for the said parties of the second part its agents and assigns to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the rents and benefits accruing therefrom, and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law, and out of all moneys arising from such sale to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the overplus, if any there be, shall be paid by the parties of the second part making such sale, on demand, to the parties of the first part.

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

In Witness Whereof, the parties of the first part have hereunto set their hand and seal the day and year last above written.

Frank L. Unfred (SEAL)

Ethel Darlene Unfred (SEAL)