

Located in the City of Lawrence, State of Kansas:

All of lot number four (4) and the portion of lot number three (3) which is described as follows: "Starting at the northwest corner of lot number three (3) thence South along the West line of lot three (3) for a distance of 26.6 feet thence East parallel to the North line of lot three (3) for a distance of 226.0 feet thence South for a distance of 11.0 feet thence East for a distance of approximately 95.0 feet to the point of intersection with the East line of lot number three (3) thence Northerly along the East line of lot number three (3) to the northeast corner of lot number three (3) thence West along the North line of lot number three (3) to the point of beginning, together with easement described as follows:

"Beginning at the point which is 20.0 feet South of the northwest corner of lot number three (3) in the Centennial Park Addition Number Two and extending southward along the West line of said lot three (3) for a distance of 43.0 feet thence eastward parallel to the north line of said lot number three (3) to a point of intersection on the East line of lot number three (3) thence northerly along the East line of lot number three (3) for a distance of approximately 32.0 feet to point of lease description set forth in Article II, Section 1, above thence westerly on a line parallel to the North line of lot number three (3) for a distance of 95.0 feet thence North for a distance of 11.0 feet thence West along a line parallel to the North line of lot number three (3) for a distance of approximately 226.0 feet to a point which is the point of beginning."

SUBJECT to and together with all rights in reservations, easements and exceptions of record, or as used, in relation to all, or any part, of the property hereby conveyed.

That in addition to the monthly payments of principal and interest payable under the terms of the Note secured hereby, Grantor will, if required by Beneficiary, pay, on the first day of each month until the indebtedness is paid, 1/12 of the annual taxes and assessments levied or to be levied against the premises described herein; and 1/12 of the annual hazard insurance premiums; said funds to be held in trust by Beneficiary and paid by it on taxes before delinquent and on insurance premiums when due. If the reserve is not sufficient to take care of all items, Grantor, upon notice of the amount of the deficiency, will immediately pay same to Beneficiary.

It is further provided that in the event that mortgagors sell or otherwise dispose of the above described property, the mortgagee may, at its option, declare the entire amount of indebtedness due and payable.

TO HAVE AND TO HOLD the same with all and singular and the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and all rights of homestead exemption, unto the said mortgagee, and to its successors and assigns, forever. And it is hereby covenanted and agreed that at the delivery hereof mortgagor 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 incumbrances, and mortgagor will warrant and defend the same in the quiet and peaceable possession of mortgagee, its successors and assigns, forever, against the lawful claims of all persons whomsoever.

As additional and collateral security for the payment of the note or notes hereinafter described, the mortgagor hereby assigns to said mortgagee, its successors and assigns, all of the rights and benefits accruing to the mortgagor under all oil, gas or mineral leases on said premises, this assignment to terminate and become void upon release of this mortgage. Provided, however, that said mortgagee, its successors and assigns, shall be chargeable with no responsibility with reference to such rights and benefits nor be accountable therefor except as to sums actually collected by it or them, and that the lessees in any such leases shall account for such rights or benefits to mortgagor or assigns until notified by legal holder of the note or notes hereby secured to account for and to pay over the same to such legal holder.

PROVIDED, ALWAYS, And these presents are upon the following agreements, covenants, and conditions, to-wit:

FIRST. That the mortgagor is justly indebted to the mortgagee in the sum of Four Hundred Thousand and no/100-----DOLLARS according to the terms of one certain mortgage note dated 27th day of January 1969, with final maturity the first day of January, 1988.

executed by mortgagor in consideration of the actual loan of said sum, and payable to the order of the mortgagee, with interest thereon payable as stipulated in said note, both principal and interest and all other indebtedness accruing under said note being payable in lawful money of the United States of America at the principal office of the KANSAS CITY LIFE INSURANCE COMPANY, in Kansas City, Missouri, and said note providing that if default be made in the payment of any principal or interest due, the principal and accrued interest unpaid may be declared due, and the legal holder at once proceed to collect the same, and the principal and interest not paid when due shall bear interest thereafter at the rate of ten per cent per annum.