

MORTGAGE

BOOK 156

(No. 520)

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This Indenture, Made this 13th

day of March

19 70 between

Larry M. Smith and Judy A. Smith, his wife

of Lawrence in the County of Douglas and State of Kansas
 parties of the first part, and The First National Bank of Lawrence, Lawrence, Kansas
 part Y of the second part.

Witnesseth, that the said parties of the first part, in consideration of the sum of
 Eighteen Thousand and no/100-----DOLLARS
 to them duly paid, the receipt of which is hereby acknowledged, have sold, and by
 this Indenture do GRANT, BARGAIN, SELL and MORTGAGE to the said part Y of the second part, the
 following described real estate situated and being in the County of Douglas and State of
 Kansas, to-wit:

Beginning at a point 599.01 feet South of the Northeast corner
 of the Southeast Quarter of Section Twenty-three (23), Township
 Twelve (12), Range Nineteen (19), said point being on the East
 line of said Southeast Quarter; thence South on said East line
 433.6 feet to the North Right of Way line of the Kansas Turnpike;
 thence in a Westerly direction along said Right of Way line (a
 curve to the right having a radius of 5579.58 feet) to a point
 943.4 feet South and 364.0 feet West of said Quarter corner;
 thence North parallel to said East line 344.4 feet; thence East
 364.0 feet to the point of beginning, less the following:
 Beginning at a point 33 feet West of the Northeast corner of the
 above-described tract; thence South parallel to the East line of
 the Southeast Quarter of Section Twenty-three (23), Township
 Twelve (12), Range Nineteen (19), 425.8 feet more or less, to the
 North Right of Way line of the Kansas Turnpike; thence in a Westerly
 direction along said Right of Way line a distance of 32 feet;
 thence Northeast to a point 6.7 feet West of the point of
 beginning; thence East to the point of beginning. In the City of
 Lawrence, in Douglas County, Kansas, also described as Lots One (1)
 and Two (2), South Industrial Park, an Addition in the City of
 Lawrence.

together with right of way granted by the Kansas Turnpike Authority
 of the State of Kansas by Right of Way Agreement dated October 24,
 1966 and recorded October 27, 1966 in Book 247 at pages 215-216
 in the office of the Register of Deeds in Douglas County, Kansas,
 as corrected by right of way conveyance recorded in Book 218 at
 pages 58-59, said right of way being described as Easement No. 2
 in the first above mentioned right of way agreement.

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

And the said part LBS of the first part do hereby covenant and agree that at the delivery hereof they are the full owner
 of the premises above granted and valued at a good and indefeasible estate of inheritance therein, free and clear of all incumbrances.

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

It is agreed between the parties hereto that the part LBS 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 become due and payable, and that they will
 keep the full force upon the real estate insured against fire and tornado in a policy or policies by such insurance company, as shall be specified and
 directed by the part Y of the second part, the said, if any, made payable to the part Y of the second part to the extent of LBS
 interest. And in the event that said part LBS 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 part Y 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

Eighteen thousand and no/100-----DOLLARS,

according to the terms of one certain written obligation for the payment of said sum of money, executed on the 13th
 day of March 19 70 and by its terms made payable to the part Y of the second
 part, with all interest accruing thereon according to the terms of said obligation and to secure any sum or sums of money advanced by the
 said part Y 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 part LBS of the first part shall fail to pay the same as provided in this Indenture,