

Also described as:

All that part of the NE $\frac{1}{4}$ of Section 10, Township 12, Range 19, described as: Commencing at the Northeast corner of said Section 10; thence West 120 rods; thence South to the North bank of the Kansas River; thence in an Easterly direction following the North bank of said Kansas River to the East line of said Section 10; thence North to the place of beginning, containing 30 acres, more or less;

Also commencing at the Northeast corner of Section 3, Township 12, Range 19; thence West 1830 feet; thence South 12° East 500 feet; thence South 28° 8' East 900 feet; thence South 29° 30' East 531 feet; thence South 21° East 400 feet; thence South 3° East 650 feet; thence South 3° East 330 feet; thence South 23° West 400 feet; thence South 5° 20' West 400 feet; thence South 3° 10' East 100 feet to a point 80 rods South of the North line of the SE $\frac{1}{4}$ of said Section 3; thence West to a point 120 rods West of the East line of said Section 3; thence South to the South line of said Section 3; thence East on the South line of said Section 3 to the Southeast corner of said Section 3; thence North to the place of beginning, 165 acres, more or less, being in Lots 1, 2, 3, 4 and 5 in the East Half of said Section 3;

Also, all that part of the SE $\frac{1}{4}$ of Fractional Section 34, Township 11, Range 19, described as: Commencing at the Southeast corner of said Section 34; thence West 1830 feet; thence North 3° 30' East 450 feet; thence North 20° East 200 feet; thence North 42° East 200 feet; thence North 54° 15' East 113 feet; thence North 64° 30' East 330 feet; thence North 75° East 250 feet; thence North 82° 30' East 265 feet; thence East 250 feet; thence South 88° 30' East to a point on the East line of said Section 34, 1062 feet North of the Southeast corner of said Section 34; thence South to the place of beginning, containing 42 acres, more or less;

Also, all that part of the SW $\frac{1}{4}$ of Fractional Section 35, Township 11, Range 19, described as: Commencing at the Southwest corner of said Section 35; thence East 283.8 feet; thence North 38° East 904 feet; thence North 54° West 430 feet; thence North 69° 30' West 250 feet; thence North 85° West 105 feet; thence North 89° 34' West 155 feet; thence South to the place of beginning.

Subject to highways and to easements of record, if any.

Less, the following described tract:

Beginning at the Northwest corner of Lot 2 in Section 11, Township 12 South, Range 19 East, Douglas County, Kansas; thence East 1435 feet; thence South to the South line of the Northwest Quarter of said Section 11; thence West on the said South line of the Northwest Quarter of Section 11 to a point 922 feet West of the Southeast corner of the Northeast Quarter of Section 10, Township 12 South, Range 19 East; thence North 594 feet; thence West to the left bank of the Kansas River; thence up the left bank of the Kansas River to the North line of the South Half of the Northeast Quarter of said Section 10; thence East

along the North line of the South Half of the Northeast Quarter to point of beginning, containing 79.4 acres more or less.

This mortgage not to be assumed by any purchasers of the within described land without written consent of the mortgagees.

RENT ASSIGNMENT:

Including all 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 part 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 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

THIRTY TWO THOUSAND & no/100 * * * * * DOLLARS.

according to the terms of a certain written obligation for the payment of said sum of money, executed on the 6th day of April 1970, 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 or 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,