

MORTGAGE

THIS INDENTURE, Made this sixteenth day of September, 1949, by and between
--THOMAS R. SMITH and ELEANOR P. SMITH, husband and wife,
of Lawrence, Kansas, Mortgagee; and
--THE TRAVELERS INSURANCE COMPANY,
a corporation organized and existing
under the laws of the State of Connecticut, Mortgagee:

WITNESSETH, That the Mortgagor, for and in consideration of the sum of -----
TWELVE THOUSAND AND NO/100 ----- Dollars (\$ 12,000.00), the receipt of which
is hereby acknowledged, does by these presents mortgage and warrant unto the Mortgagee, its successors
and assigns, forever, the following-described real estate, situated in the County of Douglas
State of Kansas, to wit:

For a point of beginning go north 242 feet from the Southwest corner of Section 36,
Township 12, Range 19, thence north 45 degrees 21 minutes East 67.31 feet, thence
North 57 degrees 53 minutes East for a distance of 223.57 feet, from such point of
beginning go South 25 degrees 40 minutes East 190.58 feet, thence South 58 degrees
52 minutes West 32.35 feet, thence on a curve to the right with a radius of 148
feet for a distance of 45.2 feet, thence North 32 degrees 36 minutes West 179.25
feet, thence North 57 degrees 53 minutes East 99.46 feet, to point of beginning,
said land being otherwise described as Lot 4 in WESTWOOD, an addition to the City
of Lawrence, Kansas, except that part of said tract now a part of Westwood Drive,
all in Douglas County, Kansas.

This mortgage and the promissory note secured are subject to terms of Building Loan
Agreement between the parties hereto, dated the sixteenth day of September, 1949, to
the same effect as if fully set out herein.

TO HAVE AND TO HOLD the premises described, together with all and singular the tenements, heredita-
ments and appurtenances thereunto belonging, and the rents, issues and profits thereof; and also all appa-
ratus, machinery, fixtures, chattels, furnaces, heaters, ranges, mantles, gas and electric light fixtures,
elevators, screens, screen doors, awnings, blinds and all other fixtures of whatever kind and nature at
present contained or hereafter placed in the buildings now or hereafter standing on the said real estate,
and all structures, gas and oil tanks and equipment erected or placed in or upon the said real estate or
attached to or used in connection with the said real estate, or to any pipes or fixtures therein for the
purpose of heating, lighting, or as part of the plumbing therein, or for any other purpose appertaining to
the present or future use or improvement of the said real estate, whether such apparatus, machinery,
fixtures or chattels have or would become part of the said real estate by such attachment thereto, or
not, all of which apparatus, machinery, chattels and fixtures shall be considered as annexed to and forming
a part of the freehold and covered by this mortgage; and also all the estate, right, title and interest
of the Mortgagor of, in and to the mortgaged premises unto the Mortgagee, forever.

And the Mortgagor covenants with the Mortgagee that he is lawfully seized in fee of the premises
hereby conveyed, that he has good right to sell and convey the same, as aforesaid, and that he will war-
rant and defend the title thereto forever against the claims and demands of all persons whomsoever.