

41608 BOOK 98

KANSAS MORTGAGE

THIS MORTGAGE, made this 15th day of August
in the year of Our Lord One Thousand Nine Hundred and fifty by and between
Edwin O. Stene and Jessie A. Stene, husband and wife

of the County of Douglas and State of Kansas, parties of the first part, and THE
EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES, a corporation, organized and existing under the
laws of the State of New York, having its principal office in the Borough of Manhattan, of the City of New York, party of
the second part;

WITNESSETH, That said party of the first part, for and in consideration of FIVE THOUSAND AND
NO/100 ----- DOLLARS,
to them

in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, have
granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey unto the said party
of the second part, and to its successors and assigns forever, all of the following described tract, place and parcel
of land and improvements thereon, lying and situated in the County of Douglas and State of Kansas,
to-wit: Beginning on the SOUTH line of, and at a point 1366 feet WEST of
the Southeast corner of the NORTH 1/2 of the Southwest 1/4 of Section 36,
in Township 12, Range 19, thence WEST 130 feet; thence NORTH 169 feet;
thence EAST 130 feet; thence SOUTH 169 feet to the point of beginning,
the SOUTH 33 feet of said land being included in road #35, also known
as Lot 8, in Block 3, in WEST HILLS, an Addition to the City of
Lawrence, in Douglas County, Kansas.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereof, including all fixtures
and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use,
operation and occupation of the above described real estate, and any and all buildings now or hereafter erected thereon.
Such fixtures and articles of personal property including, but without being limited to, all screens, awnings, storm windows
and doors, window shades, blind floor coverings, shrubbery, plants, stoves, ranges, refrigerators, boilers, tanks, furnaces,
radiators, and all heating, lighting, plumbing, gas, electric, ventilating, refrigerating, air-conditioning and incinerating
equipment of whatsoever kind and nature, except household furniture not specifically enumerated herein, all of which fixtures
and articles of personal property are hereby declared and shall be deemed to be fixtures and accessory to the
freehold and a part of the realty as between the parties hereto, their heirs, executors, administrators, successors and assigns,
and all persons claiming by, through or under them and shall be deemed to be a portion of the security for the
indebtedness herein mentioned and to be subject to the lien of this mortgage.

TO HAVE AND TO HOLD the same, with all and singular, the hereditaments and appurtenances thereto belonging,
unto the said party of the second part, and to its successors and assigns forever, provided always, and this instrument is
made, executed and delivered upon the following conditions, to-wit:

WHEREAS, the said parties of the first part are justly indebted to said party
of the second part in the principal sum of FIVE THOUSAND AND NO/100 ----- Dollars
(\$5,000.00) and have agreed to pay the same with interest thereon according to the terms of a certain
note or obligation in said principal amount, bearing even date herewith and made payable to the order of the party of the
second part and executed by the said parties of the first part

and providing for the payment thereof in instalments, the last of which is due and payable on the first day of
October 19 64 subject to acceleration of maturity on default in the payment of any
instalment of principal or interest or any premiums on the life insurance policy hereinafter referred to, as specified therein.

WHEREAS, said party of the first part do, for themselves, their representatives, vendees and assigns,
the owners of said lands, hereby expressly covenant, agree and stipulate to and with said other party to this
instrument, and its successors, vendees and assigns:

First. That the lien created by this instrument is a first and prior lien and encumbrance on the above described
land and improvements;

Second. To pay the indebtedness as in said note provided, and until the same be fully paid, to keep in full force
and effect that certain policy of life insurance bearing register date June 1, 1950, numbered AHO 13,210,453
issued by the party of the second part on the life of Edwin O. Stene
and assigned to the party of the second part as collateral security for the payment of the indebtedness secured hereby.

Third. To procure and maintain policies of fire and if required tornado insurance on the buildings erected and to
be erected upon the above described premises in some responsible company or companies, to the satisfaction of the party of
the second part, to the amount of FIVE THOUSAND AND NO/100 ----- DOLLARS,
less, if any, payable to the mortgagee or its assigns. It is further agreed that all policies of insurance, of whatever nature
and of whatever amount, taken out on said improvements or fixtures thereto attached during the existence of the debt
hereby secured, shall be constantly assigned, pledged and delivered to said party of the second part, for further securing
the payment thereof, all renewal policies to be delivered to the party of the second part at its New York office at least three
days before the expiration of the old policies, with full power hereby conferred to settle and compromise all loss claims, to
demand, receive and receipt for all moneys becoming payable thereunder, and the same to apply toward the payment of
said obligations, unless otherwise paid, or in rebuilding or restoring the damaged building as the mortgagee may elect; and
in the event of foreclosure hereunder, with power to assign to the purchaser at foreclosure sale the unexpired term of all
such policies;

Fourth. That the whole of said principal sum, or so much as shall remain unpaid, shall become due at the option
of the party of the second part if any tax or assessment or water rate is not paid as the same becomes due and payable,
or upon the failure of the party of the first part to keep any policy of life insurance held as collateral hereto in full force
and effect; or in the case the actual or threatened demolition or removal of any building erected upon said premises,
anything herein contained to the contrary notwithstanding;

Fourth (a) To exhibit tax receipts upon request.